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## Current Topics.

## New County Court Rules.

WE PRINT elsewhere some new County Court Rules relating to divers matters, and providing forms of *interim* order and final order for the appointment of a receiver.

## Section 27 of the Patents and Designs Act, 1907.

MR. JUSTICE PARKER delivered a very lengthy judgment on the 26th of March in the case of *Hatschek's Patents*, which was the first instance of an appeal to the court from a decision of the Comptroller under section 27 of the Patents and Designs Act, 1907. The Comptroller had revoked the patent (26 R. P. C. 1), and on appeal the decision of the Comptroller was affirmed. The case was argued some time ago, and the learned judge reserved his decision until he had heard another appeal from the Comptroller, which was then pending (*Bremer's Patent*, 26 R. P. C. 114). This appeal was subsequently heard, but at the close of the arguments PARKER, J., decided to allow the patentee an opportunity of adducing further evidence, and the case stands over for that purpose; but, as stated above, PARKER, J., has delivered judgment in the *Hatschek* case. In so doing he dealt comparatively shortly with the particular case before him, but devoted the greater part of his judgment to a lengthy examination of the principles of, and procedure under, section 27, and in so doing dealt with a number of points which did not arise in the *Hatschek* case, although some of them arose in the *Bremer* case. So far as the judgment deals with these last-mentioned points, it can hardly be more than a collection of *obiter dicta*; and we entertain great doubt of the propriety of a judge, when giving judgment in a case, expressing an opinion—or may we say purporting to decide—matters which do not arise in the case before him. We propose hereafter to return to the consideration of some of the points in the decision.

## Non-disclosure of Charges Pending Against Prisoner at the Time of His Conviction.

WE UNDERSTAND that a circular has been addressed to the Recorders of a number of boroughs by the Secretary of State for the Home Department calling their attention to the case of *Rex v. Syres*, decided by the Court of Criminal Appeal on the 14th of November, 1908. In that case the prisoner was tried

and received a sentence of twelve months' imprisonment at Cambridge, other charges against him having been brought to the attention of the Recorder and taken into account in passing sentence. The prisoner was subsequently put upon his trial at Maidstone upon a charge of which the police were cognizant at the time of his conviction at Cambridge, but which was not brought to the attention of the court, and was, upon this charge, sentenced to three years' penal servitude. The Court of Criminal Appeal held that charges against the prisoner ought not to have been kept back at Cambridge at the time when sentence was passed upon him and made the subject of future proceedings. They accordingly made an order reducing the sentence of penal servitude passed at Maidstone. A similar case has just been tried at the London Sessions, where it appeared that the charge had not been mentioned at the previous trial at Winchester of the prisoner for similar offences for which he was sentenced to twelve months' imprisonment. The Chairman, after referring to the decision of the Court of Appeal, passed a sentence of twelve months' imprisonment, to run concurrently with the other term, saying it was important that all the charges pending against a prisoner should at the earliest opportunity be brought to the attention of the court.

#### Unqualified Persons Practising as Solicitors.

THE SENTENCE inflicted by the Divisional Court on the 25th inst. in *Re Treadgill* makes an important change in the practice with regard to imprisonment for acting as a solicitor without being qualified. Technically, when an unqualified person acts as a solicitor in litigious proceedings his offence is a contempt of the court in which the proceedings are taken, and he may be punished accordingly. This is under section 26 of the Solicitors Act, 1860, and in addition to any other penalty, he is liable to a fine of £50. Consequently, when a sentence of imprisonment is inflicted it is inflicted in respect of the contempt, and it has been the practice to send the offender to prison for an indefinite period, leaving him to take steps to procure his release as soon as he can prevail upon the court to take the view that he has purged his contempt. An indefinite sentence is, however, very unsatisfactory as a sentence, nor, even in cases where there has been a real contempt of court, is it, as a rule, expedient that the order should take this form. The matter was considered in *Re Davies* (21 Q. B. D. 236), and MATHEW, J., there pointed out that in general the order of committal should fix a definite period of imprisonment, which should be commensurate with the gravity of the offence. It is, perhaps, unfortunate that the offence committed by an unqualified person in acting as a solicitor should be punishable with imprisonment only indirectly, as being a contempt of court. If it is a suitable matter for imprisonment at all, it would be better to make it a substantial offence, and to specify a definite sentence for it. This, in effect, however, is the result of the course adopted by the Divisional Court in the present instance, the order being for detention in prison, not indefinitely, but for a period of six months.

#### Fortune-tellers in the West End.

THE RECENT conviction of a widow before the police magistrate at West Ham for unlawfully pretending to tell fortunes by palmistry and clairvoyance has attracted some attention from the fact that the defendant, when served with the summons, said, "Why do you pick me out? The West End is full of them." We believe that there was good ground for this statement, and that palmistry is practised openly in more than one fashionable street in the West End. But it must be remembered that a prosecution for palmistry or fortune-telling is founded on the Vagrancy Act, 1824, by which every person pretending or professing to tell fortunes, or using any subtle craft, means, or device, by palmistry or otherwise, to deceive and impose on any of his Majesty's subjects, is liable to be punished as a rogue and vagabond. In considering whether a fortune-teller in Bond-street has used any subtle craft, means or device to deceive and impose on those from whom he receives money, regard may reasonably be had to the education and means of knowledge possessed by them. They may be foolish enough to listen to his predictions as to the course of their lives, but it can hardly

be supposed that they are deceived, and that they believe that they are in communication with someone who is possessed of supernatural powers. But in the case of fortune-tellers whose dealings are principally with the poorer classes it is much easier to establish fraud and wilful imposition, and to shew that the circumstances under which money has been obtained are analogous to any other case of false pretences. It has, indeed, been contended that the Vagrancy Act was aimed against the wandering and homeless, and is not applicable to a defendant who practises his fortune-telling and palmistry at a fixed residence. But it is now settled that the Act is aimed, not at any definite class of impostors, but at all who craftily deceive simple people by fortune-telling or by pretending to have supernatural knowledge. There is little or no prospect of a repeal of modification of the Act, and the extent to which it is enforced will probably continue to be left to the discretion of the police.

#### A Vendor's Right of Rescission.

THE GENERAL rule of the court is to construe contracts according to the intention of the parties as expressed in the language which they have used, unless this would lead to some obvious absurdity; but in some contracts—especially where the parties have not entered into the matter on an equal footing—this principle is not carried out to its full extent, and the court refuses to sanction an arbitrary exercise of the strict contractual rights. A familiar instance is afforded by the rescission clause usually inserted in contracts of sale. This is inserted in the interest of the vendor in order to give him a loophole for escape if inconvenient requisitions are pressed, and under the circumstances the courts have insisted that he shall not exercise the power capriciously: *Re Starr-Bowkett Building Society and Sibun's Contract* (42 Ch. D., p. 383). When, however, the courts abandon the plain rules of construction and allow a stipulation to be effectual or not according to the conduct of the parties, there is a wide field for difference of opinion, and accordingly it is frequently difficult to say with any certainty when a power of rescission can be safely exercised. In this respect it is useful to compare the recent decision of JORCE, J., in *Re Simpson and Thomas Moy (Limited)* (ante, p. 376) with that of the Court of Appeal in *Re Jackson and Haden's Contract* (1906, 1 Ch. 412). In the latter case a vendor had no title to the minerals under property he was offering for sale, but he failed to disclose this in the conditions. He was apparently fully aware of his want of title, and it was held that he had failed in his duty to the purchaser, and he was not allowed to rescind. The recent case before JORCE, J., was of a similar character, but it differed in that the vendor did not actually know of the defect in his title. Property was sold as freehold, but upon examination of the title it appeared that it was subject to a rent-charge. The purchaser required this to be redeemed, and the vendor, after offering to abandon the contract, claimed to rescind. JORCE, J., held that he was entitled to do so, for although he would have discovered the incumbrance if he had examined the title, his omission to do so was not such conduct as to deprive him of the benefit of the condition. It would have been more satisfactory, perhaps, had the principle of *Re Jackson and Haden's Contract* been extended to cover this case. A vendor may be expected to ascertain the facts of his own title before entering into a contract for sale, and it is for him to discharge any existing incumbrances. But in the view of the learned judge, the case properly fell within the condition, and he allowed the vendor to rescind.

#### Damages for Death of Miner.

A DECISION of great importance to owners of coal mines was given by the Court of Appeal last week in the case of *David v. Britannic Merthyr Coal Co.* (reported elsewhere). The action was one by the widow and children of a miner for damages for the death of the miner, who had been killed by an explosion in the defendants' mine. The explosion had been caused by servants of the defendants wrongfully and negligently firing a shot in the mine in utter disregard of the rules for safety laid down by the Coal Mines Regulation Act, 1887. The defence, which succeeded in the court of first instance, was that there was no evidence that the defendants had not taken all pre-



scribed and reasonable means of enforcing the statutory rules for safety; that the accident was entirely due to the negligence of fellow-servants of the deceased, and that the doctrine of common employment applied. The jury found a verdict on the facts consistent with this defence, and judgment was given for the defendants. The plaintiffs moved for a new trial. The rules which had been infringed are contained in section 49 of the Act, which provides that such rules "shall be observed, so far as is reasonably practicable, in every mine." Clearly, therefore, if there was nothing more, an absolute duty appears to be imposed by the Act upon the owners, managers, miners, and every other person concerned in the working of the mine. Section 50, however, provides that every person who disobeys any of the said rules shall be guilty of an offence against the Act; and in the event of any contravention or noncompliance with the same by any person whatsoever, the owner, agent, and manager of the mine shall be guilty of an offence against the Act (and therefore liable to the prescribed penalty) "unless he proves that he had taken all reasonable means" to prevent such contravention or noncompliance. At the trial no special evidence was called for the defendants to shew that they had taken all reasonable means to enforce the rules; and CHANNELL, J., told the jury that section 50 applied only to criminal proceedings, and that they should find for the defendants, unless they were of opinion that the defendants had connived at a breach of the rules. A majority of the Court of Appeal held that this was a misdirection. They held that section 49 created a statutory duty in the owners for the benefit of the miners; that this duty was an absolute one, independent of the provisions of section 50, which prescribed a penalty; and that no *onus* lay upon the plaintiffs to prove that the defendants had not taken all reasonable means to enforce the rules. They also held that the doctrine of common employment had no application where the action was founded on a breach of statutory duty; thus following the decision under the Factory Acts in *Groves v. Lord Wimborne* (1898, 2 Q. B. 402). Hence it is clear that coal mine owners may be liable to civil proceedings, although not guilty of an offence against the Acts; and the doctrine of common employment has suffered a further limitation. That famous doctrine seems likely before long to be reduced to nothing. Even where it is still applicable, it is seldom of much practical use to employers, for the injured servant probably has his remedy under the Workmen's Compensation Act.

#### The Rule in *Clayton's Case*.

THE RULE in *Clayton's case* (1 Mer. 572) is often regarded as a rule of some difficulty, which is no doubt owing to the fact that so many people look upon all questions of account as involving questions of complexity. The rule, however, is extremely simple, and may be stated thus: Payments to and drawings against a current account are to be attributed to the earliest items on the opposite side of the account. The rule, moreover, is not a rigid rule of law, but a presumption of fact based upon the presumed intention of the creditor, and therefore does not apply where it appears that the creditor did not intend to make any appropriation. In *Deeley v. Lloyd's Bank* (reported elsewhere) it was sought to apply the rule so as to give the plaintiff's mortgage priority over the bank's prior mortgage to secure the balance on a current account, but the court refused to apply the rule for the purpose of putting the plaintiff in a position which the parties never contemplated or intended. In the same case the court applied the well-known rule laid down in *Hopkinson v. Rolt* (9 H. L. C. 514), that a mortgagee cannot tack further advances to his mortgage after notice of a subsequent incumbrance. This is a rule of law, and not, as in *Clayton's case*, a presumption of fact, though of course it can be waived. The distinction, however, between a rule of law which can be waived and a presumption of fact which can be rebutted is not perhaps very great, both depending to a great extent on intention. Indeed, a large part of our law is based upon intention, and the presumption that everyone is deemed to intend the consequences of his own acts, which is, of course, a fiction, seeing that the man in the street rarely looks beyond the end of his nose. There is, however, an important difference

between a rule and a presumption, which is that a presumption is flexible and a rule is not, or not nearly to the same extent; and it is just this want of flexibility which so often causes our law to fall short of complete justice. From which it would appear that the law would be greatly benefited if we had more presumptions and fewer rigid rules.

#### A "Dagger Brief."

IN THE memoirs of the late Lord HALIBURTON, by Mr. J. B. ATLAY, recently published, there is a reference to a "dagger brief," and in a note it is said that certain members of the bar, who rose eventually to the highest place in their profession, had an excusable, and not altogether unreasonable, objection to reading the mass of verbiage which often does duty for a brief. For them it was customary to issue a specially revised document, in which the material passages were marked with a dagger in red ink. The expression "dagger brief" is not, we believe, familiar to practitioners in the King's Bench Division, but common law barristers in large practice have always been in the habit of availing themselves of the assistance of juniors in noting or preparing abstracts of their briefs. The form in which this assistance is given varies very much, according to the predilections of the person assisted. If he is endowed with more than ordinary quickness of perception, he will probably be impatient of anything in the nature of minute detail, and will content himself with a dry outline of the facts, arranged in order of date. If, however, his understanding is of a laborious and methodical character, he will have a stronger appetite for facts and figures, and be better pleased with an elaborate digest of the case. One of the most eminent advocates in mercantile cases has for many years been in the habit of writing out in full the argument which he has prepared for the court. His procedure may be contrasted with that of an eminent Crown officer, whose only notes were made in consultation on the back of his brief with a thick lead pencil. It was at one time the custom in preparing a brief to annex to it an epitome of the principal transactions of the case. But it was believed that in many cases a busy leader would be satisfied with a perusal of this epitome, and would pay little or no attention to the statement of the case. The epitome was in consequence discontinued.

#### Order to Buy Shares at First Prices of the Day.

CASES turning on the construction of orders for the purchase of stocks and shares are tolerably numerous in the English Reports, and they are by no means unknown to the French tribunals. The Ninth Chamber of the Court of Appeal of the Department of the Seine has just given its decision as to the circumstances which will excuse an agent from complying with an order for the purchase of shares. The hours of business on the Bourse at Paris are from twelve to three o'clock, unlicensed persons, including bankers, being allowed to transact business in part of the premises, known as the "coulisses." A lady living in the provinces sent a telegram to her banker in Paris directing him to buy fifty specified shares at the first market prices of the day. On the next day she sent a second telegram in the same words as the first. This second telegram, owing to delays on the wires, did not reach the banker till 12.20. The banker executed the first order at a price which he found quoted at the opening of the Bourse, but which was higher than that obtained in several instances immediately after the commencement of business. On the following day, having received an order precisely similar at 12.20, he made no attempt to comply with it. His customer brought an action against him for breach of his duty as agent. She contended that he was in a dilemma. Either he had no right to execute the first order at the price which he obtained, or he was bound to execute the second. The court gave judgment for the defendant, holding that, in the circumstances, the second order, having only reached the banker twenty minutes after the opening of the Bourse, could not be executed according to its terms, i.e., as an order to buy at the price current at the commencement of business. This decision was founded on evidence that between 12 and 12.20 there was considerable fluctuation in prices, and the court abstained from deciding whether the banker would have been warranted in

abstaining from executing the order if there had been no variation in the price of the shares during the interval between 12 and 12.20. This question seems to us one of some difficulty, but we have little doubt that the actual decision of the court was in accordance with the reason of the transaction.

#### The Administration of the Criminal Law in Egypt.

THE STRIKING advance which Egypt has made in civilisation and prosperity under British protection has unfortunately not been attended by a diminution in crime. It is stated by Lord CROMER, in a chapter of his recent work on Egypt, that this prevalence of crime is due to the fact that the law does not inspire sufficient terror to evildoers. In no less than 56 per cent. of the crimes committed it was found impossible to discover the criminals, or, if they were discovered, to prove their guilt. This is owing to the peculiar conditions of Egyptian society, which often render it a matter of extreme difficulty to obtain evidence sufficient to warrant a conviction. Lord CROMER refers to a conversation which he had with a distinguished Frenchman well acquainted with the affairs of Algeria. This gentleman stated that certain districts lying in the Algerian Hinterland, where military law used to be applied, had recently been brought under the ordinary criminal codes. The comment of one of the principal Algerian Sheikhs on this change was curious. "Then (he said) there will be no justice. Witnesses will be required." The Sheikh was not in the least struck with the fact that, in the absence of witnesses, an innocent man might possibly be condemned; what struck him was that, as no one could be condemned without witnesses, guilty people would generally escape punishment. Lord CROMER adds that this is precisely what is happening in Egypt. Englishmen, who are shocked at the idea of conferring upon justices the power to inflict punishment upon their own inquiry and view, without the assistance of witnesses, should remember that in some few cases, which in their nature require a speedy interference, this power has been expressly conferred by statute, and that a difficulty in securing the attendance of witnesses for the proof of criminal charges is not unknown in certain parts of the United Kingdom.

#### Illegal Marriages.

WE READ that the Vicar of Stantonbury, near Wolverton, Buckinghamshire, has recently announced that there was no licence for the celebration of marriages for the Church of St. James, although marriages to the number of one thousand had been celebrated there since the church was opened in 1850. The vicar accordingly refused to read the banns for the weddings at Easter. It is stated that either the Ecclesiastical Commissioners will make an order legalizing these marriages, or, should there be any doubt as to their power to make any such order, steps will be taken to procure a special Act of Parliament to remove the consequences of the irregularity. The usual course in the case of such irregularities is to invoke the assistance of the Legislature. Lord WESTBURY, in a discussion on the Marriage Laws of the United Kingdom, observed that he had, in the course of his official career, occasion to observe that the proper licensing of churches and chapels for marriages was often neglected, and that he had, in consequence, been obliged to take steps to marry a number of persons retrospectively by Act of Parliament.

#### The Executor's Right of Retainer.

THE decision of the Court of Appeal two years ago in *Re Sampson* (1906, 2 Ch. 584), that, since Hinde Palmer's Act, an executor can exercise his right of preferring a simple contract debt as against specialty debts, was bound to revive the question whether a similar extension has been effected as regards his right of retainer. This has now been considered by JOYCE, J., *Re Jenness* (ante, p. 376), but with the result that the extension, though apparently a necessary inference from the reasoning in *Re Sampson*, cannot be admitted in the face of the earlier decisions which have confined the exercise of the executor's right to retain his simple contract debt to cases where such retention will not prejudice the testator's specialty debts.

Before Hinde Palmer's Act (the Administration of Estates Act, 1869, 32 & 33 Vict. c. 46) simple contract and specialty debts stood for the purpose of administration upon a different footing, and the executor's double right—the right to retain his own debt out of the assets and the right to pay creditors (until judgment) in such order as he pleased—was exercisable only as against debts of the same rank. Consequently the specialty creditors were not liable to have the fund for their payment diminished by the exercise of either of these rights in favour of a simple contract debt. But by Hinde Palmer's Act the distinction between simple contract and specialty debts was apparently abolished for the purpose of administration. In the administration of the estate of a deceased person no debt is to be entitled to any preference merely because it is secured by an instrument under seal, but all the creditors of such person, as well specialty as simple contract, are to be treated as standing in equal degree, and to be paid accordingly. The effect of this as regards the usual application of the assets in payment of debts is, of course, clear. All the simple contract and specialty debts are in the same class, and are paid rateably out of the assets. But the statute did not direct how the special rights of an executor as to retainer and preference were to be affected, and this matter has been worked out, with varying results, by judicial decision.

The first decisions appear to have been given on the right of retainer, and as to this it was arguable that it had been either abolished by Hinde Palmer's Act, or had been enlarged so as to be exercisable in favour of a simple contract debt as against specialty debts. But neither of these views was accepted. The right was neither abolished, nor was it directly enlarged, but the effect of the Act was to enlarge it indirectly by increasing the fund available for simple contract debtors, and consequently giving to the executor a larger fund out of which he could retain his debt; per PEARSON, J., in *Wilson v. Coxwell* (23 Ch. D. 764). In *Re Jones* (31 Ch. D. 440) KAY, J., adopted the same view. The statute did not abolish the right of retainer, nor did it extend the right so as to make it exercisable against specialty creditors. "I do not think," said the learned judge, "that a statute, the object of which is to effect equality of distribution, should be construed to give incidentally the power to defeat specialty as well as simple contract creditors. I cannot help the conclusion that the Act, having augmented the fund for payment of simple contract creditors, has to this extent enlarged the right of retainer."

This being the effect of the statute as regards the right of retainer, the question arises whether the right of preference is similarly to be restricted within the old limits, and is to be exercised only as against creditors in the same degree. In *Re Orsmond* (58 L. T. 24) KEKEWICH, J., held that the restriction had been removed, and that since all debts were, in administration, on the same level, and since the right of preference had not been abolished, it was exercisable alike as against all creditors. In *Re Hankey* (1899, 1 Ch. 541) NORTH J., decided the contrary. He considered that the question must be treated in the same way as the right of retainer; and since the right of retainer had not been extended so as to be exercisable in favour of a simple contract debt against specialty creditors, neither had the right of preference been so extended. In *Re Samson* (supra) the Court of Appeal adopted the result in *Re Orsmond*, and overruled *Re Hankey*, so that it is material to consider the grounds of their decision in order to see whether or no it affected the cognate case of the executor's right of retainer.

In the first place, it was held that Hinde Palmer's Act had not abolished either the right of preference or the right of retainer. It directed that both simple contract and specialty creditors were to be paid upon the basis that they were all creditors standing in the same degree, but it did not touch either the right of preference or the right of retainer. "It is quite plain," said VAUGHAN WILLIAMS, L.J., "that these two rights are rights which may continue quite consistently with dealing with all the creditors as standing in equal degree." And both he and BUCKLEY, L.J., pointed out that the effect of abolishing the right of preference would be to make it unsafe for the executor to pay any creditor in full if there was any suspicion of insolvency, unless



the creditor had obtained a judgment in his favour. What, then, was the result of preserving the right of preference, and at the same time making of the assets a common fund against which both simple contract and specialty creditors had equal rights? In the view of the Court of Appeal it necessarily followed that the right of preference was now available against both classes of creditors. In the words which VAUGHAN WILLIAMS, L.J., referred to as the basis of his judgment, the effect of the Act was to place all creditors, whether specialty or simple contract creditors, in the same degree, and therefore, when it continued the rights of preference and retainer, they were to be effectual against all creditors standing in the same degree, and the old distinction which put specialty creditors and simple contract creditors in different degrees was to be entirely abolished.

It follows from this judgment that the principle of *Re Samson* applies as much to the right of retainer as to the right of preference, and the same view was apparently adopted by MOULTON, L.J., though both he and BUCKLEY, L.J., abstained from deciding the point. It is a question whether a judge of first instance cannot legitimately act upon opinions thus expressed, especially when they agree with his own, although he may be differing from previous decisions. In the present case of *Re Jennes*, NEVILLE, J., considered that he was not at liberty to adopt this course. There a debt of £2,253 was owing to the executor on simple contract, and there was a specialty debt of £2,000. The estate was insufficient to pay both. The executor claimed to retain against the specialty creditor, and NEVILLE, J., thought he was entitled to do so, both on principle and as a necessary inference from the judgments of the Court of Appeal in *Re Samson*; but since the Court of Appeal in that case had expressly reserved the point, he did not think himself at liberty to decline to follow the earlier decisions on the right of retainer. Accordingly he decided that the right could not be exercised against the specialty creditor. The result, of course, tempts an appeal, and it will then have to be considered whether it is in fact possible to distinguish between the right of preference and the right of retainer, so as to save *Wilson v. Coxwell* (*supra*) and the other cases to which NEVILLE, J., adhered. In other words, can the assets, after the statute, be divided into two funds in regard to which the two classes of creditors have different rights? Probably not, but to carry this out will be to enlarge the right of retainer, a right which is not a favourite of the courts.

## The Employment of Advocates and the Small Holdings Act.

THE profession at large appears to be realizing by degrees the serious injury inflicted upon both branches, but especially on the bar, by the Small Holdings Act, 1907. By that Act local authorities have power to take land compulsorily for the purpose of small holdings. Where a county council propose to purchase land compulsorily, the powers under the Act are put in force by an order which has to be confirmed by the Board of Agriculture and Fisheries. Before confirming such order, where any person interested in the land objects to the proposed order, the Board must cause a public inquiry to be held in the locality in which the land is situated. If after this inquiry has been held the order is confirmed, then, unless the compensation is agreed, there must follow an arbitration under the Land Clauses Acts. The tribunal, however, is a single arbitrator appointed by the Board. In all probability, therefore, there are two sets of proceedings in each case where land is taken compulsorily, i.e., the inquiry and the arbitration. It is quite evident that either or both of these proceedings may be of the greatest possible importance to the owner of, and other persons interested in, the land. Nevertheless, it is provided that, neither at an inquiry nor at an arbitration, shall either counsel or expert witnesses be heard except by permission of the Board. Judging from the conduct of the Board up to the present time it appears that this permission will be seldom, if ever, granted.

It is, we submit, a gross injustice to deprive parties of the right

to be represented by counsel. It is an extraordinary interference with liberty to forbid a man, whose property is being taken from him against his will, to use all the ordinary means of securing that he gets adequate compensation for the deprivation to which he has to submit in the public interest. It is to be presumed that this provision was inserted in the Act with the idea of saving expense. But the Board have power to fix a scale of costs applicable to such proceedings, and can regulate by this means the costs payable by the local authority. Why then should the employment of counsel be forbidden? As things stand, the owner of land cannot have the assistance of counsel even if he is prepared, in all events, to pay the whole costs out of his own pocket.

The provision is also unfair to solicitors, and probably very few of them approve of it. In most cases the owner of land must have legal assistance and must be represented at the hearing. As he cannot be represented by counsel, he must be represented by his solicitor. His solicitor, however, in very many cases does not care to act as an advocate; he has not been accustomed to so act, and probably he cannot spare the time required. There never has been anything to prevent solicitors from acting as advocates in ordinary arbitrations under the Lands Clauses Acts. But how often do they so act? It is common knowledge that in almost every such case, of the least importance, solicitors employ counsel. In the proceedings under consideration, however, a solicitor must either act as advocate himself or else employ another solicitor. In either case it may well be doubted whether there is any saving of expense.

It must further be noticed that the mischief is not likely to stop where it is. There is now before Parliament a Bill for the improvement of towns, the Housing and Town Planning Bill. Under this, borough councils and other local authorities will have extended powers of compulsorily acquiring property—and property in many cases of great value. But in this Bill there appears a precisely similar restriction as to the employment of counsel and expert witnesses, the only difference being that here the discretion lies with the Local Government Board instead of with the Board of Agriculture. It does seem monstrous that some official in a Government office should have the power, without there being any appeal against his misuse of it, to decide whether or not a man is to be allowed to exercise the ordinary rights of a citizen in obtaining justice.

There are a very large number of lawyers in the House of Commons—probably in no Parliament have there been more. It certainly does not speak well for the zeal of those gentlemen, or their loyalty to their profession, or the close attention they pay to the details of Bills, that this provision in the Small Holdings Act should ever have been allowed to pass. It is not a matter of party politics, and certainly it could never have become law in face of the opposition of the lawyers in the House. The Attorney-General, again, is the official head of the bar, and is supposed to have the interests of the profession in his keeping. It may well be asked whether he did anything to protect their interests in this matter, and whether he intends to protect them when the Town Planning Bill comes before Committee.

As far as the past is concerned, the only thing to be done to mitigate the present state of affairs seems to be to bring pressure in the right quarter to secure that the anomalous discretion given to the Board of Agriculture is exercised reasonably and with some propriety and discrimination. As to the future, it rests mainly with the legal Members of Parliament whether or not a fresh injury is to be done to their profession and to the public. If these gentlemen once realize the importance of the matter we believe they will act in the direction which seems obvious. Further, we can hardly believe that Mr. ASQUITH, Lord LOREBURN, Mr. LLOYD GEORGE, or Mr. HALDANE wish to injure the profession to which they owe their positions without very strong reason and the clearest proof that such injury is necessary in the interests of the public.

It is related of the late Mr. Reader Harris, K.C., that he did much work among the poor, and that some years ago, when a burglar made a raid on his house, the K.C. was waited upon by a deputation of "real burglars" to express regret at the robbery, and give an assurance that the other fellow could not have been "a real burglar."

## Reviews.

## Company Law.

**THE COMPANIES (CONSOLIDATION) ACT, 1908, WITH A GENERAL SURVEY OF EARLIER ENACTMENTS, NOTES ON THE ACT, AND A COMPARATIVE TABLE OF THE OLD AND NEW ACTS.** By FRANK EVANS and HUMPHREY H. KING, B.A., LL.B., Barristers-at-Law. Butterworth & Co.; Shaw & Sons.

The Companies Consolidation Act came into operation on the 1st inst., and the familiar Acts of 1862, 1867, 1890, 1900, and 1907, and other statutes are now things of the past. In their stead we have the 296 sections of the new Act, and though that professes only to consolidate the law, without amending it, yet the change will just at first necessitate a re-arrangement of the practitioner's acquaintance with statute law. It is a great convenience, therefore, to have a hand-book ready in which the sections of the former Acts can be at once traced to the corresponding sections in the new Act, and in which the new sections are clearly annotated so as to show their connection with the previous law. This is the first and most obvious advantage of Messrs. Evans and King's book, and it is one which will make the book of great value to the practitioner. In due time, no doubt, the heavier works will get re-edited, and lawyers will be familiar with the new Act, and the earlier statute law will be consigned to oblivion; but in the transition stage special assistance is required, and this is well given in the present work, with its comparative table of the old and new Acts and its notes to the new Act. The notes also include references to the more important cases; those to section 192, for instance, which reproduces sections 161 and 162 of the Act of 1862, contain a convenient summary of the recent cases on reconstruction, notably *Bisgood v. Henderson's Transvaal Estates* (1908, 1 Ch. 743). The work may be said to bring the current text-books up to date both as regards statute and case law.

**GUIDE TO THE COMPANIES (CONSOLIDATION) ACT, 1908, WITH FULL EXPLANATORY NOTES OF ALL CASES REPORTED SINCE THE YEAR 1900, AND OF THE STATUTORY PROVISIONS INTRODUCED BY THE ACTS OF 1900 AND 1907.** By CHARLES J. ASTBURY, M.A., B.C.L., Barrister-at-Law. Stevens & Sons (Limited); Manchester, James Collins & Co. (Limited).

This work gives with annotations the text of the new consolidating Companies Act, and a table of references is inserted at the end so as to enable the sections of the statutes now repealed to be traced to the corresponding provisions of the new Act. The more recent amendments of company law—those which were introduced by the Acts of 1900 and 1907—are fully considered, and also matters to which special attention has been recently directed by judicial decisions. Thus the notes to section 89, which replaces section 8 of the Act of 1900, and section 8 of the Act of 1907, explain the present law as to the payment of commission on subscriptions for shares; those on section 93, which replaces the provisions of the same Acts as to mortgages and charges, explain the requirements as to registration, and the changes which were made in 1907, and which are reproduced in the present Act, are indicated by difference of type; and the notes to section 104, on reissue of debentures, state the cases which led to the Legislature introducing in 1907 this change in the law, and explain the present practice as to reissue. The subject of private companies and their exemption from many of the statutory requirements incident to public companies is explained under section 121—corresponding to section 37 of the Act of 1907—and very full consideration is given to the subject of reconstruction of companies as expounded by recent decisions. For use as an edition of the new statute the book would have been more convenient if greater prominence had been given to the text of the Act and less to the notes; this is, of course, purely a question of type and arrangement, but the matter of the book is full and carefully compiled.

## Students' Guide to Stephen.

**THE INTERMEDIATE LAW EXAMINATION MADE EASY: COMPLETE GUIDE TO SELF-PREPARATION IN THE 15TH EDITION OF MR. SERJEANT STEPHEN'S NEW COMMENTARIES ON THE LAWS OF ENGLAND.** By ALBERT GIBSON. THIRTEENTH EDITION. By the Author and H. GIBSON RIVINGTON and A. CLIFFORD FOUNTAINE, Solicitors. The "Law Notes" Publishing Offices.

This book is probably as useful as any book of the kind could be made. The disadvantages of a mere compendium—*Compendia sunt dispensia*—are avoided, and its advantages greatly increased by the simple and uniform manner in which the student is invited, and almost compelled, not to rest satisfied with the abstract of the commentaries printed here, but to read the text-book itself. The addition of test papers, and points to be noted, at short intervals throughout, with the two appendices, make the book an ideal help

to those who have to get up Stephen's Commentaries by themselves, and indeed extremely valuable even to those who have the benefit of definite instruction. The present edition is prepared specially for the 15th edition of the Commentaries.

## Books of the Week.

**Notes on the Companies (Consolidation) Act, 1908, with Forms.** By L. WORTHINGTON EVANS, Solicitor, and F. SHEWELL COOPER, M.A., Barrister-at-Law. Charles Knight & Co. (Limited).

**Encyclopædia of the Laws of England, with Forms and Precedents by the Most Eminent Legal Authorities.** Second Edition, Revised and Enlarged. Vol. XIV.: Taxation to Zollverein. Sweet & Maxwell (Limited).

**The Lawyers' Manual of Reference, 1909:** being a Compendium of Useful Statutes Revised to Date and Grouped into Subject Sections, and Notes on Costs, Fees, Stamps, Income Tax, Estate, Legacy, Succession Duty and Other Subjects. Editors: R. GEOFFREY ELLIS, H. C. GUTTERIDGE, MAX A. ROBERTSON, C. JOHNSTON EDWARDS, and G. A. E. ROSS, Esqrs., Barristers-at-Law. William Green & Sons.

**Treatise on the Conversion of a Business into a Private Limited Company;** with Annotated Forms of Memorandum and Articles of Association and other Documents and Observations on the Limited Partnerships Act, 1907. By CECIL W. TURNER, Barrister-at-Law. Second Edition. The Solicitors' Law Stationery Society (Limited).

**ABC Guide to the Companies (Consolidation) Act, 1908;** Giving Information in Alphabetical Order on the Points most Frequently Arising with Reference to the Administration of Companies and the Legal Requirements Relating Thereto. By HERBERT W. JORDAN, Company Registration Agent. Third Edition. Jordan & Sons (Limited).

**A History of English Law.** By W. S. HOLDSWORTH, D.C.L. Barrister-at-Law. Vols. II. and III. Methuen & Co.

## New Orders, &amp;c.

## The County Court Rules, 1909.

These Rules may be cited as the County Court Rules, 1909, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule placed in the margin opposite such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to any County Court Rules of subsequent date, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or any County Court Rules of subsequent date, or in the Appendix to any of those Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

## ORDER X.

## SPECIAL DEFENCES.

*Order X., Rule 18 (2).—Proviso as to Gaming Acts, 8 & 9 Vict. c. 109, s. 18; 55 & 56 Vict. c. 9.*

The following paragraph shall be added to Rule 18 of Order X, viz.:—

Nothing in this rule shall entitle a plaintiff to maintain an action contrary to the provisions of the Gaming Acts, 1845 or 1892, by reason of those Acts not having been pleaded as a defence.

## ORDER XIII.

## RECEIVER.

*Order XIII., Rule 15.—Forms of Orders for Appointment of Receivers. Forms 300A, 300B.*

2. The forms in the Appendix, with such modifications as may be necessary, may be used for interim or final orders for the appointment of a receiver by way of equitable execution.

## ORDER XXIII.

## JUDGMENTS AND ORDERS.

*Order XXIII., Rule 3a.—Amendment of Form 292.*

3. The words "of the value of £ . . ." shall be substituted for the words "or £ . . . their value" in form 292 in the Appendix.



## ORDER XXV.

## ENFORCEMENT OF JUDGMENTS AND ORDERS.

## Warrant of Delivery.

## Order XXV., Rule 69a.—Amendment of Form 295.

4. The words "of the value of £" shall be substituted for the words "or £" their value" where those words first occur in form 295 in the Appendix.

## ORDER XXXIX.

## ADMIRALTY ACTIONS.

## Assessment of Damages.

## Order XXXIX., Rule 104a.—Taking Vouchers off the File.

5. Original vouchers filed pursuant to Rule 97 may be taken off the file at any time, on filing a written consent of the adverse party, or without such consent at any time after judgment has been signed or the action has been otherwise disposed of; and in either case the party taking such vouchers off the file shall file a receipt for the same.

## APPENDIX.

## Order XIII., Rule 15.

300a.

## Interim Order for Appointment of Receiver.

In the County Court of \_\_\_\_\_ holden at \_\_\_\_\_  
 Between \_\_\_\_\_ No. of Plaintiff  
 A.B., of &c., \_\_\_\_\_ Plaintiff,  
 and \_\_\_\_\_ Defendant.  
 C.D., of &c., \_\_\_\_\_  
 Upon the application of Mr. \_\_\_\_\_ Solicitor for the Plaintiff,  
 and the plaintiff by his \_\_\_\_\_ undertaking to be answerable for  
 all sums to be received by the receiver hereinafter named.  
 It is ordered that \_\_\_\_\_ be appointed without security until  
 the day of \_\_\_\_\_ next inclusive or further order to receive  
 the rents and profits of the following property, that is to say,

but without prejudice to the rights of any prior incumbrancer or his possession (if any), and the tenants of the said premises are (without prejudice as aforesaid) to attorn and pay their rents in arrear and growing rents to the said \_\_\_\_\_ so long as he shall continue to be such receiver; and that all questions as to passing his accounts and payments thereunder and all further questions be reserved until further order.

Defendant to be at liberty to apply in the meantime.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

## Order XIII., Rule 15.

300b.

## Final Order for Appointment of Receiver.

In the County Court of \_\_\_\_\_ holden at \_\_\_\_\_  
 Between \_\_\_\_\_ No. of Plaintiff  
 A.B., of &c., \_\_\_\_\_ Plaintiff,  
 and \_\_\_\_\_ Defendant.  
 C.D., of &c., \_\_\_\_\_  
 Upon hearing Mr. \_\_\_\_\_ solicitor for the Plaintiff, and upon  
 reading the affidavits of \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and upon hearing  
 Mr. \_\_\_\_\_, solicitor for the defendant [or the defendant in  
 person] [or the defendant not appearing in person or by solicitor],

It is ordered as follows:—

1. That \_\_\_\_\_ of \_\_\_\_\_ be and he is hereby appointed [if so ordered, without giving security] to receive the rents, profits and monies receivable in respect of the following property, that is to say:

But this appointment is to be without prejudice to the rights of any prior incumbrancers upon the said premises, who may think proper to take possession of or receive the same by virtue of their respective securities, or, if any prior incumbrancer is in possession, then without prejudice to such possession.

2. That the tenants of the said premises do (without prejudice as aforesaid) attorn and pay their rents in arrear and growing rents to such receiver.

3. That the receiver be at liberty, if he shall think proper (but not otherwise), out of the rents, profits, and monies to be received by him, to keep down the interest, upon the prior incumbrances, according to their priorities, and be allowed such payments (if any) in passing his accounts.

4. That the allowance to the receiver be \_\_\_\_\_

5. That the total amount to be allowed for fees and costs (exclusive of the allowance to the receiver) shall be the amount provided by Order XIII., Rule 14, of the County Court Rules, 1903.

6. That the receiver shall not without leave of the judge receive more

than the amount required to keep down the interest upon prior incumbrances, and to provide for the allowance to the receiver and the allowed fees and costs of obtaining this order, and to pay to the plaintiff what shall be due to him in respect of the debts and costs due to him, amounting to £ \_\_\_\_\_ for debt and £ \_\_\_\_\_ for costs, making together the sum of £ \_\_\_\_\_

7. That the receiver shall submit his accounts and pay over to the registrar the balance in his hands in pursuance of Rules 4 to 7 of Order XIII. aforesaid within 12 calendar months from the date of this order, or so soon as the amount receivable by him under the preceding clause of this order has been received, whichever shall first happen, or whenever he may be called upon by the registrar so to do.

8. That the sums paid into court by the receiver shall be applied in or towards satisfaction of the allowance to the receiver, and the fees and costs of obtaining this order, and the amount due to the plaintiff in respect of debt and costs as aforesaid; but if there shall be no sums received or the amount shall be insufficient to satisfy such fees and costs as aforesaid, then upon the certificate of the registrar being given stating the amount of the deficiency (such certificate to be given after passing the final account) the amount of the deficiency so certified shall be paid by the defendant to the registrar for the use of the plaintiff.

9. That the balance (if any) remaining after making the several payments aforesaid shall be paid by the receiver into court to the credit of this action, subject to further order.

10. Where the judgment is against a married woman, a widow, or a divorced woman, under Form 151a, paragraph 1, 2, or 3, add—

Provided that nothing in this order shall authorize the receiver to receive any portion of the above-mentioned property of the defendant which consists of separate estate of the defendant which she is [or was during her coverture] restrained from anticipating, unless by reason of section 19 of the Married Women's Property Act, 1882, such property shall be available to satisfy the judgment obtained in this action notwithstanding such restriction.

11. If security is ordered, add—

And it is ordered that the receiver do on or before the \_\_\_\_\_ day of \_\_\_\_\_ give security pursuant to Order XIII., Rule 2, of the County Court Rules in the sum of £ \_\_\_\_\_

[And, if so ordered, and the plaintiff undertaking to be answerable for the acts and defaults of the said receiver until such security is given, it is further ordered that the receiver be at liberty to act at once.]

12. And lastly it is ordered that any of the parties are to be at liberty to apply to the Court as there may be occasion.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Registrar.

We, William Lucius Selfe, William Cecil Smyly, Robert Woodfall, Thomas C. Granger, and H. Tindal Atkinson being Judges of County Courts appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed)

WM. L. SELFE.  
 WM. CECIL SMYLY.  
 R. WOODFALL.  
 T. C. GRANGER.  
 H. TINDAL ATKINSON.

Approved,  
 (Signed)

LOREBUEN, C.  
 HERBERT H. COZENS-HARDY, M.R.  
 ROLAND I. VAUGHAN WILLIAMS, L.J.  
 R. J. PARKER, J.  
 CHRISTOPHER JAMES.  
 JAMES S. BEALE, PRES. LAW SOC.

I allow these Rules, which shall come into force on the 19th day of April, 1909.

(Signed)

LOREBUEN, C.

The 18th day of March, 1909.

## Companies (Consolidation) Act, 1908.

ORDER OF THE BOARD OF TRADE, DATED 29TH MARCH, 1909, MAKING REGULATIONS UNDER SECTIONS 93 (1) AND 274 OF THE COMPANIES (CONSOLIDATION) ACT, 1908 (8 EDW. 7, c. 69), AND PRESCRIBING FORMS FOR THE PURPOSES OF THAT ACT.

Whereas by Section 93 of the Companies (Consolidation) Act, 1908, it is provided that copies of certain mortgages or charges created out of the United Kingdom to be delivered to the Registrar under that section shall be verified in the prescribed manner;

And whereas by Section 274 of the Companies (Consolidation) Act, 1908, notice of any alteration in certain instruments and particulars filed with the Registrar by companies incorporated outside the United Kingdom is required to be filed with the Registrar within the prescribed time;

And whereas by Section 118 of the Companies (Consolidation) Act, 1908, it is provided that the forms set forth in the Third Schedule thereto, or forms as near thereto as circumstances admit, shall be

used in all matters to which those forms refer, and that the Board of Trade may alter or add to the forms in the said Third Schedule;

And whereas by the Companies (Consolidation) Act, 1908, certain documents are required to be filed with the Registrar in the prescribed form;

And whereas by Section 285 of the Companies (Consolidation) Act, 1908, "prescribed" means as respects the provisions of that Act other than those relating to the winding up of companies prescribed by the Board of Trade;

Now, therefore, the Board of Trade do hereby prescribe that—

1. A copy of a mortgage or charge created out of the United Kingdom, comprising solely property situate outside the United Kingdom delivered to the Registrar under the provisions of Section 93 (1) of the Companies (Consolidation) Act, 1908, shall be certified to be a true copy under the seal of the company, or under the hand of some person interested therein otherwise than on behalf of the company;

2. Notice of any alteration required to be filed with the Registrar by a company incorporated outside the United Kingdom under the provisions of Section 274 (1) of the Companies (Consolidation) Act, 1908, shall be filed within twenty-one days after the date on which particulars of the alteration could, in due course of post and if despatched with due diligence, have been received in the United Kingdom from the place where the company is incorporated. The Board of Trade further prescribe and direct that the Forms hereinafter set forth shall be used for the purposes of the Companies (Consolidation) Act, 1908.

WINSTON S. CHURCHILL.

Board of Trade, the 29th day of March, 1909.

[There is a very lengthy collection of Forms.]

ORDER OF THE BOARD OF TRADE, DATED 29TH MARCH, 1909, PRESCRIBING FEES ON REGISTRATION OF CERTAIN DOCUMENTS, &C., UNDER THE COMPANIES (CONSOLIDATION) ACT, 1908.

Whereas by Section 93 of the Companies (Consolidation) Act, 1908, it is provided that the Registrar of Joint Stock Companies shall, on payment of the prescribed fee, enter in the register certain particulars with respect to every mortgage or charge created by any company after the commencement of the said Act and requiring registration under the said section, and that the register shall be open to inspection by any person on payment of the prescribed fee not exceeding 1s. for each inspection.

And whereas by Section 94 of the said Act it is provided that the Registrar shall, on payment of the prescribed fee, enter into the register of mortgages and charges the fact of an order having been obtained for the appointment of a receiver or manager of the property of a company.

And whereas by Section 285 of the said Act the expression "prescribed" as used in Sections 93 and 94 means prescribed by the Board of Trade.

Now, therefore, the Board of Trade do hereby prescribe that the following fees shall be payable:—

For registering under Section 93 (1) and 93 (2) of the Companies (Consolidation) Act, 1908, any mortgage or charge created by a company—	
Where the amount of the mortgage or charge does not exceed £200	£ s. d. 0 10 0
Where it does exceed £200	1 0 0
For registering particulars of a series of debentures under Section 93 (3) of the Companies (Consolidation) Act, 1908—	
Where the total amount secured by the whole series does not exceed £200	0 10 0
Where it does exceed £200	1 0 0
For registering the appointment of a receiver or manager of the property of a company under Section 94 of the Companies (Consolidation) Act, 1908	0 5 0
For inspecting the Register of Mortgages and charges—	
For each inspection	0 1 0

WINSTON S. CHURCHILL.

Board of Trade, the 29th day of March, 1909.

## High Court of Justice.

EASTER VACATION, 1909.

### NOTICE.

There will be no sitting in court during the Easter Vacation. During the Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice EVE.

Mr. Justice EVE will act as Vacation Judge from Thursday, April 8th, to Monday, April 19th, both days inclusive.

His lordship will sit in King's Bench Judges' Chambers on Thursday, April 15th. On other days within the above period, applications in urgent matters may be made to his lordship by post or, if necessary, personally.

In the case of applications to the judge by post the brief of counsel should be sent addressed to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the

application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

## CASES OF THE WEEK.

### House of Lords.

TORRENS' DIVORCE BILL. 2nd and 16th March.

DIVORCE (IRELAND)—DECREE A MENSA ET THORO—CO-RESPONDENT NOT WITHIN THE JURISDICTION—NO ACTION FOR DAMAGES INSTITUTED AGAINST CO-RESPONDENT—EVIDENCE—PROCEDURE.

Where a decree a mensa et thoro has been obtained by the husband in the Irish courts, but owing to the co-respondent cited not being within the jurisdiction, no action at law could be brought against him:—

Held, that the facts alleged by the petitioner being strictly proved, the House could order a bill to dissolve the marriage of the petitioner with his wife to be read a second time.

In this case the husband, James Thomas Torrens, a domiciled Irishman, presented a bill to have dissolved his marriage with Enid Maud Torrens, and to enable him to marry again. So far as material, the facts are as follows: The petitioner had obtained on the 2nd of December, 1908, in the King's Bench Division (Matrimonial) Court, Ireland, a decree of divorce a mensa et thoro on the ground of the wife's adultery at various times with Josef Liebner de Kaknasi, styling himself Baron von Liebner, a Hungarian subject. The suit was undefended, and Baron von Liebner had never come within the jurisdiction of the court. On the 2nd of March a petition was presented to the House asking that substituted service of a copy of the bill and of the order for the second reading thereof and of all other orders in connection therewith might be made on Messrs. Lewis & Lewis, who had intimated that they were authorised to accept service on behalf of Mrs. Torrens, whose present address abroad was unknown to the petitioner. Their lordships granted the application.

March 15.—The bill came up for second reading. Counsel in support of the second reading said there had been no action of *crim. con.* taken against the co-respondent in Ireland, because he was a foreigner resident abroad, and had never come within the jurisdiction of the courts. It had always been the practice of this House in cases in which the petitioner was the husband to require either that an action at law had been brought against the co-respondent or a satisfactory reason adduced for not having done so. [Lord LOREBURN, C.—The letters written by the wife are, I think, ample evidence of her misconduct. Is it necessary to call further evidence?] It would be necessary to give, in these circumstances, evidence not merely sufficient to satisfy that House, but also to satisfy the Commons' Committee, and therefore the incriminating statements made by the wife would have to be corroborated. Evidence was then given by the petitioner and three other witnesses. [Lord LOREBURN, C.—Is there a precedent for this House allowing the second reading of the bill where no action for *crim. con.* has been instituted by the petitioner?] An action of *crim. con.* could be dispensed with. In *Boileau's Bill* (1845, 77 H. L. J. 96) the adulterer was absent from the country, and the House, after requiring strict evidence of that fact, read the bill a second time. In *Webster's Divorce Act, 1851*, the circumstances were similar to the present—the co-respondent never having come within the jurisdiction of the courts (see *Roberts on Divorce Appeals*, p. 17)—and the bill was then read a second time. No one appeared for the respondent.

Lord LOREBURN, C.—I think the case for the petitioner has been established, and I move that the bill be read a second time.

Lords ASHBOURNE and MACNAGHTEN concurred. The motion was therefore agreed to.—COUNSEL, for petitioner, *Harrison, K.C.* (of the Irish Bar) and *James Roberts*. SOLICITORS, *Sanderson, Adkin, Lee, & Eddis*, for *W. J. Shannon*, Dublin.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

## Privy Council.

UNITED SHOE MACHINERY CO. OF CANADA v. BRUNET AND OTHERS. 23rd March.

FRAUD—CONTRACT—CLAUSE CREATING A PRACTICAL MONOPOLY IN CERTAIN CLASSES OF MACHINES—REPUTATION.

The appellants had acquired a practical monopoly in Canada for the sale of machines used in the process of the manufacture of boots and shoes. They leased their machines to customers for the term of twenty years, the leases containing a clause which ran as follows:—"The leased machinery shall not, nor shall any part thereof, be used in the manufacture of any boots, shoes, or other footwear which are or shall be



welted, or the soles stitched on welt sewing, or sole-stitching machines not leased to the lessee by the lessor or its assignor, or in the manufacture of any turn boots, shoes, or other footwear the soles of which are or shall be attached to their uppers by turn-sewing machines not leased to the lessee by the lessor or its assignor, or in the manufacture of any boots, shoes, or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or metallic machinery not leased to the lessee by the lessor or its assignor." In an action for breach of this clause, brought by the appellants against the respondents in Canada, the respondents successfully pleaded inter alia (1) that they had been induced to take the machines under an impression fraudulently brought about by the conduct of the appellants that the appellants had the sole patent rights of these machines, and that if they used machines by other makers they might be liable in actions for infringement; and (2) that the covenant creating in effect a monopoly was void as being in restraint of trade.

Held, that the appellants were entitled to judgment, as there was no evidence that, immediately on, or at least within a reasonable time after, their discovery of the fraud, the respondents had elected to avoid the lease, and accordingly repudiated them. A contract into which a person may have been induced to enter by false and fraudulent representation is not void, but merely voidable at the election of the person defrauded after he has had notice of the fraud. Unless and until he makes his election, and by word or act repudiates the contract, or expresses his determination not to be bound by it (which is but a form of repudiation), the contract remains as valid and binding as if it had not been tainted with fraud at all.

Clough v. London and North-Western Railway Co. (L. R. 7 Ex. 26), approved by Lord Blackburn in Erlanger v. New Sombrero Phosphate Co. (3 A. C. 1218), and by Lords Watson and Davey in Aaron's Reefs v. Twiss (1896, A. C., at pp. 290 and 294), followed.

In this case the plaintiffs appealed from a final judgment of the Court of King's Bench of the Province of Quebec (Appeal side), affirming a judgment of the Superior Court of that Province whereby certain contracts entered into between the appellants and the respondents were declared to be null and void, and the action of the appellants for an injunction to restrain the respondents from continuing to violate some of the most material provisions of these contracts, and to recover damages for past breaches of the same, was dismissed. The appellants are manufacturers in Canada of certain machines, and importers into Canada of other machines made and used for certain processes in the manufacture of shoes. The respondents are boot and shoe manufacturers in the City of Quebec. By various leases the appellants in 1903 and 1904 leased machines to the respondents, each lease containing a clause that the demise was for twenty years, and that the leased machine should not be used in the process of the manufacture of any boot or shoe, any part of which boot or shoe was not "lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or metallic machinery not leased to the lessee by the lessor or its assignor." These leases were referred to as "the leases sued on," and in addition to the "leases sued on," the appellants granted to the respondents leases of other and additional machines, referred to in the case as the "allied machines," whose function was to perform certain processes in the manufacture of shoes ancillary to those performed by the machines first mentioned. The different machines, the jury found, did not "necessarily form one complete system"; but the leases stipulated that they should be "used as a complete system." In May, 1905, the respondents informed the appellants that they had discontinued the use of the five "allied machines," and requesting the appellants to remove them. This request was repeated again in June, but not complied with, and in July the appellants obtained an interlocutory injunction restraining the respondents from using in the manufacture of boots and shoes the machines demised by the leases sued on in conjunction with machines not leased to them by the appellants. The action was then brought praying that the interlocutory injunction might be declared perpetual, and that the respondents might be condemned to pay to them damages to the amount of \$10,000 and costs. The defence was (1) that the plaintiffs had not the patent in these machines as they represented they had, and so falsely induced the defendants to become lessees under an implied threat that, by using other machines, they might be liable to an action based on infringement of patent; and (2) that by reason of the practical monopoly which the appellants had acquired in Canada in boot-making machinery, the covenants in the "leases sued on" were in restraint of trade and therefore illegal and void as against public policy. The jury returned answers to questions left them that amounted to a finding that the respondents did not before action brought avoid the contract, but the Canadian courts held that the second defence was good, and entered judgment for the defendants, and discharged the injunction. The arguments were heard before a board consisting of Lords Macnaghten, Atkinson, Collins and Gorell Barnes, and judgment was reserved.

Lord ATKINSON, in delivering the opinion of the board, after stating the facts at great length, said: A party defrauded could not avoid one part of a contract and affirm another part, unless, indeed, the two parts were so severable from each other as to form two independent contracts. Nothing of the kind existed in the present case, for the covenant in the lease which was objected to merely prescribed the mode in which the thing demised was to be used. For those reasons their lordships were clearly of opinion that the respondents had failed to sustain their first defence. It remained to consider the second defence. With all respect to the learned judges from whose decision this appeal had been taken, their lordships did not think that the case of Nordenfellt v.

Mazim Nordenfellt, &c., Co. (1894, L. R. A. C. 535), or authorities of that class, could have any application to this case. In each of them the person restrained from trading had granted, presumably for adequate consideration, some property, privilege, or right to the person who desired to impose the restraint upon him, and, in order that the latter might receive, without injury to the public, that for which he had paid, the contract imposing the restraint was held to be valid only where the restraint was in itself reasonable in reference to the interests both of the contracting parties and of the public. If the monopoly established by the appellants, and their mode of carrying on their business, be as oppressive as was alleged (upon which their lordships expressed no opinion), then the evil, if it existed, might be capable of cure by legislation or by competition, but, in their view, not by litigation. It was not for them to suggest what form the legislation should take, or by what methods the necessary competition should be established. These matters might, they thought, be safely left to the ingenuity and enterprise of the Canadian people. On the whole, therefore, their lordships were of opinion that the respondents' defences could not be sustained, and that the appellants were entitled to have the injunction they obtained made perpetual. As the respondents have broken their contract, the appellants must, despite the finding of the jury that they sustained no damage, be entitled to nominal damages, but to nothing more. Their lordships would therefore humbly advise His Majesty that this appeal should be allowed, and the interlocutory injunction be declared perpetual, and judgment to be entered for the appellants for nominal damages of \$1, with costs there and below.—COUNSEL, Sir Robert Finlay, K.C., Astbury, K.C., The Hon. T. Chase Cosquin, K.C. (of the Canadian Bar), and C. H. Sargent, for the appellants; G. G. Stuart (of the Canadian Bar), Harmer Greenwood, and Horace Douglas, for the respondents. SOLICITORS, Briatours, Cooke, & Carmichael; Stephenson, Harwood, & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

SAXBY v. FULTON. No. 1. 23rd-25th March.

GAMING—FOREIGN GAMING—MONEY LENT ABROAD FOR GAMING—RIGHT TO RECOVER—GAMING ACTS, 1710 (9 ANNE, c. 14), s. 1, AND 1835. (5 & 6 WILL. 4, c. 41), s. 1.

The plaintiff lent money to a friend while at Monte Carlo, which he knew would mainly be used for playing roulette at the Casino.

Held, that, as gambling at the Casino was not illegal at Monte Carlo, where the contract was made, the money advanced could be recovered back in an action instituted in the English courts.

Quarrier v. Colston (1 Ph. 147) followed.

Decision of Bray, J. (24 T. L. R. 856), affirmed.

This action was brought by Mr. John Saxby against the defendant Miss Fulton, as the executrix of the late Mr. W. E. Brook, formerly a solicitor, to recover the sum of £4,000 and interest lent by the plaintiff to Mr. Brook. The defence was that the money had been borrowed by the deceased gentleman mainly for the purpose of gambling at the roulette tables at Monte Carlo, and therefore was not recoverable in this country. Bray, J., who tried the action, held that the plaintiff could recover, following Quarrier v. Colston (1 Ph. 147), and from that decision the defendant appealed.

VAUGHAN WILLIAMS, L.J., in dismissing the appeal, said that Lord Lyndhurst, in 1842, when presiding in the Exchequer Chamber—the Court of Appeal as then constituted—had an almost similar case before him—Quarrier v. Colston—and the court laid down the rule by the decision then given that money lent abroad for the purpose of being used by the borrower for gaming might be recovered in an action brought in this country. That decision, which was binding on this court, had, although questioned, never been overruled; but there had been various decisions, particularly that in the case of Moulis v. Owen (1907, 1 K. B. 746), which the defendant said threw great doubt on Quarrier v. Colston. It was argued for the defendant that, as a cheque given abroad in such circumstances had been held in various cases void as a security which could be sued on at law for the debt, it would be illogical to hold that the Gaming Acts, which rendered the security void, nevertheless did not render illegal the consideration, so that an action for the repayment of money lent without security could be recovered back in an action at law. Bray, J., in a lengthy considered judgment, had given several reasons why the plaintiff ought to succeed. His lordship, however, was content to hold that the plaintiff could succeed on this one ground. At Monte Carlo, where the advance was made, gaming at the tables in the Casino was admittedly not illegal by the law of that State. Therefore, in the country where the debt was incurred, the consideration for the promise to repay was good, and was not tainted by illegality. In so deciding he was merely following Quarrier v. Colston, which, in his opinion, governed the present case.

BUCKLEY, L.J., concurred. He admitted that, in view of the conflicting decisions and the able argument that had been put forward by counsel for the defendant, there was much to be said in favour of the appeal being allowed. But it seemed to him that Quarrier v. Colston decided the matter, unless some reason could be found for not following that decision. This court could not overrule that case, for it was a decision by a court of equal jurisdiction. The contract here was entered into abroad, the money advanced to be used by the borrower for a purpose which was not illegal in that country. The contractual relationship of creditor and debtor was by the transaction established,

and it was clear that an action to recover the money advanced could have been maintained by the plaintiff in the courts of Monaco. Was there anything contrary to public policy which prevented the creditor in such circumstances enforcing payment in this country by an action at law? He could see none.

KENNEDY, L.J., gave judgment to the like effect. Appeal dismissed with costs.—COUNSEL, *Atkin, K.C.*, and *J. R. Randolph*, for the appellant; *J. Eldon Bankes, K.C.*, and *Boydell Houghton*, for the respondent. SOLICITORS, *Chester & Co.*; *Adam Burn & Son*.

[Reported by *ESKINS REID*, Barrister-at-Law.]

# DAVID v. BRITANNIC MERTHYR COAL CO. No. 2. 22nd March.

MASTER AND SERVANT—STATUTORY OBLIGATIONS—COMMON EMPLOYMENT—COAL MINES REGULATION ACT, 1887 (50 & 51 VICT. c. 58), ss. 49, 50—COAL MINES REGULATION ACT, 1896 (59 & 60 VICT. c. 42).

*Statutory defences to proceedings of a criminal nature in respect of offences under the Coal Mines Regulation Acts are only defences in such proceedings, and are not statutory defences in civil proceedings based on the non-performance of statutory duties. Consequently, if a breach of statutory duties is alleged, it is no defence to the owners in civil proceedings that they have done the best in their power to ensure compliance with the statutory regulations, and that the negligence which has caused damage to one of their servants is the negligence of a fellow-servant.*

This was an appeal from a verdict and judgment at a trial before Channell, J., and a special jury at Swansea. The action was brought by the widow of W. David, who was killed in the defendant company's colliery, to recover damages from the defendant company for breaches of their statutory duty under the Coal Mines Regulation Acts, 1887 and 1896, and negligence, whereby an explosion occurred, in consequence of which W. David, who was working for the defendant company in the colliery, was killed. Rule 12 of section 49 of the Coal Mines Regulation Act, 1887, provides (f) that "In any place in which the use of a locked safety lamp is for the time being required by or in pursuance of this Act, or which is dry and dusty, no shot shall be fired except by or under the direction of a competent person appointed by the owner, agent, or manager of the mine, and such person shall not fire the shot or allow it to be fired until he has examined both the place itself where the shot is to be fired, and all contiguous and accessible places in the same seam within a radius of twenty yards and has found such place safe for firing." (A) "If the place where a shot is to be fired is dry and dusty, then the shot shall not be fired unless one of the following conditions is observed; that is to say—(1) Unless the place of firing and all contiguous accessible places within a radius of twenty yards therefrom are at the time of firing in a wet state from thorough watering . . . in all parts where dust is lodged, whether roof, floor, or sides; (2) or . . . the explosive used . . . is of such a nature that it cannot inflame gas or dust." Section 50 provides that "Every person who contravenes or does not comply with any of the general rules in this Act shall be guilty of an offence against this Act, and in the event of any contravention of or non-compliance with any of the said general rules in the case of any mine to which this Act applies, by any person whomsoever, the owner, agent, and manager shall each be guilty of an offence against this Act, unless he proves that he had taken all reasonable means, by publishing, and to the best of his power enforcing, the said rules as regulations for the working of the mine, to prevent such contravention or non-compliance." Section 51 provides for special rules to be framed for the conduct and guidance of persons employed in every mine. By the Coal Mines Regulation Act, 1896, section 6, provision is made as to the use of certain explosives. In the defendant company's mine gunpowder was not one of the permitted explosives in the place where the explosion occurred. It appeared that this explosion was caused by shot firing in the roof of the main haulage way, which was "a dry and dusty place"; that the explosive used was gunpowder, and that the shot was not fired by the duly-appointed shot-firer, and that no sprayers had been used to damp this dusty part of the mine. Various other breaches of the regulations in the Acts and special rules were also alleged. A certificated mine manager, under-manager, over-manager, and fireman and a competent shot-firer had been appointed, and special rules had been posted up and duly supplied to the men, but the defendant company did not call any special evidence at the trial to prove that they had taken all reasonable means for enforcing the rules and regulations to prevent any contravention and non-compliance therewith in the terms of section 50, and Channell, J., in his summing-up to the jury told them that section 50 only applied to criminal proceedings for breach of the rules, and that unless they were of opinion that the defendant company had connived at a breach of the rules, they ought to give a verdict for the defendant company. The jury found in favour of the defendant company. The plaintiff appealed on the ground of misdirection.

THE COURT (FLETCHER MOULTON and BUCKLEY, L.J.J., COZENS-HARDY, M.R., dissenting) allowed the appeal and ordered a new trial.

COZENS-HARDY, M.R., after stating the facts, and discussing the various sections of the Coal Mines Regulation Act, 1887, continued: The accident from which the deceased collier met his death was due to a shot fired by unauthorised persons. I cannot hold that an owner, who could not lawfully himself fire a shot or even direct the shotman when and where to fire a shot, can be held guilty of the offence of firing such shot. In other words, I think this particular duty was imposed not upon the owner, but upon the shotman, and I agree with the view of

Channell, J., upon this point. That the owner had a duty I do not doubt, but there is no evidence that such duty was not discharged. Unless the view which I have expressed as to the nature and extent of the owner's liability is correct, it seems to me that the owner, although able to defend himself against a penalty under section 50 if he can prove that he has taken all reasonable means to prevent a contravention or non-compliance with the rules, has no such right in a civil action like the present. I shrink from this conclusion. I agree with the judgment of Channell, J., and I think the appeal should be dismissed.

FLETCHER MOULTON, L.J., said that their decision in this case must turn upon their answer to the question, Do the Coal Mines Regulation Acts, including the general and special rules, made under them, and which have statutory force, impose on the defendants the duties the non-performance of which led to the death of the workman? This question is one of extreme difficulty, in my opinion, owing to the peculiar drafting of the Act. It consists of enactments, partly of a positive and partly of a negative character, setting out things which must and things which must not be done in connection with coal mines. There is not as a rule any specific statement as to the person to whom these enactments are directed. But we find many times repeated a provision that in case a particular direction is not complied with, certain persons shall be "guilty of an offence against this Act." But the most characteristic feature of all these enactments as to offences against the Act is that in almost every case the owner, agent, or manager may excuse himself by showing that he had taken all reasonable means to prevent the commission of the offence. It is evident, therefore, that an offence under the Act is looked upon as something of a criminal nature rather than a civil obligation, inasmuch as it is characteristic of English law to enforce civil obligations without any consideration of the wilfulness or carelessness which has led to the breach, but to take these matters into consideration when criminal liability is being enforced. Such a consideration as this is, however, by no means decisive of the case, for it might be (as the learned judge in the court below has held) that the statute only imposed on the owner, &c., the obligation to take reasonable care, in which case no breach would have been committed unless the breach of the rule was due to his not having taken such care. Nevertheless, taking these provisions as a whole, they appear to me to have nothing to do with civil liability, but solely with criminal liability, and unless we are prepared to hold that the enactments as to what is and what is not to be permitted in coal mines carry with them none of that civil liability which arises from the breach of a statutory duty, causing damage to a third person, we must, I think, come to the conclusion that a man may be guilty of a breach of a statutory duty imposed upon him under the Act without being, in the technical language of the Act, "guilty of an offence against this Act," and thus becoming liable to penal proceedings. That is to say, that although every "offence against the Act" for which a penalty is provided undoubtedly constitutes a breach of a statutory duty, the converse is not necessarily the case, and there may be statutory duties under the Act the breach of which is not made an "offence under the Act" so as to be mulcted by a penalty. And further—a conclusion that has more direct bearing on the questions in this action—that statutory defences to proceedings of a criminal nature in respect of "offences under the Act" are only defences to such proceedings, and are not statutory defences in civil proceedings based on the non-performance of the statutory duty. Penalties are not in lieu of civil liability—they are additional to and independent of it. It follows, therefore, that, in my opinion, the learned judge misdirected the jury in telling them that "there is not in this statute an absolute liability upon the owners to ensure compliance with these rules by their servants, but if they, to the best of their power, do their best to enforce these rules, then they are not liable in law for damage done by reason of their servants not performing the rules." I hold that in the rules which form part of this Act there are many statutory duties imposed on the owners of the mines, and that with regard to these there is no exception to the ordinary rule that civil responsibility follows if these rules are broken and damage is occasioned to third parties, whether the actual act or default is due to the owner or his servants or agents. If acts are done in the mine in contravention of the Act and damage ensues, the owners must in ordinary cases be liable for the consequences. I do not say that in every case the fact that the damage was due to the act of a servant would be sufficient to make the employer liable, for it might be an act wholly outside the work for which he was employed, and therefore would be much in the same position as the mischievous act of a stranger. But although there may be such exceptional cases, and although the facts of this case may actually give rise to questions of this kind, it seems to me that breaches of the rules are here alleged which, if proved, must entitle the plaintiff to succeed. The best example, to my mind, is the allegation that a non-permitted explosive—viz., black gunpowder—was used. The general rules in force at the date of the accident are perfectly explicit on the point that gunpowder must not be used in the mine in the places where these shots were fired, and I hold that if it is proved that it was in fact used in the defendants' mine, and caused the explosion by which the deaths ensued, the defendants, as owners of the mine, are responsible civilly. It was the servants employed by them to do the blasting who used the forbidden explosive, and although the defendants did not personally know of or permit the infraction of the rule, they must be responsible for the acts of the servants or agents by whom they carried on their mine. I am therefore of opinion that this appeal should be allowed, and a new trial ordered on the ground of misdirection.

BUCKLEY, L.J., delivered judgment, agreeing with Fletcher Moulton, L.J.—COUNSEL, for appellants, *Sir R. Finlay, K.C.*, *Abel Thomas*,



K.C., Sankey, and Clive Lawrence; for respondents, B. F. Williams, K.C., Bankes, K.C., and Trevor Lewis. SOLICITORS, Smith, Rundell, & Dodds, for Morgan, Bird, & Nicholas, Pontypridd; Bell, Brodrick, & Gray, for C. & W. Kenshole, Aberdeen.

[Reported by J. I. STIRLING, Barrister-at-Law.]

#### DAVIS v. GAS LIGHT AND COKE CO. No. 2. 22nd March.

COMPANY—SHAREHOLDERS' ADDRESS BOOK—RIGHT OF SHAREHOLDER TO COPY—MOTIVES OF SHAREHOLDER—MANDATORY INJUNCTION—COMPANIES CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 16), s. 10.

*The right of a shareholder in a company to a copy of the shareholders' address book is a private right conferred on him as a member of the company, and does not in the least depend on his motives. The appropriate remedy in the event of the refusal of the company is a mandatory injunction directing them to supply a copy.*

This was an appeal from a decision of Warrington, J. The action was brought by Hubert Percy Davis, who was a stockholder in the Gas Light and Coke Co., for a *mandamus* commanding the company to supply him with a copy of the corporate names and places of business of the several shareholders of the company, being corporations, and the surnames of the several other shareholders, with their respective Christian names, places of abode, and descriptions so far as the same might be known to the company. The object was to enforce the right given by section 10 of the Companies Clauses Act, 1845, which provides that "the company shall provide a book, to be called the 'shareholders' address book,' . . . and every shareholder . . . may at all convenient times peruse such book gratis, and may require a copy thereof or of any part thereof; and for every 100 words so required to be copied the company may demand the sum of 6d." The plaintiff proved that he applied to the company for a copy of the shareholders' address book, and he alleged, and was prepared to prove, that he had been refused that copy. In order to prove his application for the copy, he called as a witness his solicitor to prove his signature to his written application. The defendant company's counsel thereupon proposed to cross-examine the witness, and proceeded to ask him a question which was directed to ascertain what were the motives of the plaintiff in asking for the copy of the book. The plaintiff's counsel took objection to the question, and counsel for the company frankly admitted that the object of the cross-examination was to ascertain the plaintiff's motives, which were believed to be improper. In order to avoid waste of the public time the court called upon the company's counsel to justify the proposed line of cross-examination, for the reason that such cross-examination would be directed, not to the witness's credit, but to facts upon which the cross-examining party would rely, and in such a case, if it was clear that those facts, if proved, would be irrelevant, it was the duty of the court to stop the cross-examination. Counsel for the company accordingly sought to establish that it was relevant to the issue to inquire into the plaintiff's motives. Warrington, J., came to the conclusion that the right given to a shareholder by section 10 of the Companies Clauses Consolidation Act, 1845, to require the company to supply him with a copy of the shareholders' address book was a private right conferred on him by statute by reason of his being a member of the company and not as being a member of the public; that the appropriate remedy in the event of the company refusing to supply him with a copy was not the prerogative writ of *mandamus*, but either an injunction to restrain the company from continuing to refuse to supply him or an action for a mandatory injunction directing the company to supply him, and that in granting such relief the court had no jurisdiction to consider the motives of the applicant. His lordship therefore made an order directing the company to supply the copy of the addresses as claimed. The company appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R. said that apart from authority he should not have found any difficulty in arriving at the same conclusion as the learned judge in the court below, but on the authorities the matter was quite clear. Nearly twenty years ago Chitty, J., as he then was, in the case of *Holland v. Dickson* (37 Ch. D. 669), made an order for the inspection of the registers of the company on the application of stock and debenture holders, under sections 45 and 63 of the Companies Clauses Act, 1845. The question came again before the Court of Appeal in *Mutter v. Eastern and Midlands Railway Co.* (38 Ch. D. 92), where the right of inspection and perusal of the register of debenture stockholders given by section 23 of the Companies Clauses Act, 1863, was held to include the right to take copies, and a point was taken that the application had been made by a shareholder in the interest of a rival company; and Lindley, L.J., after referring to this fact, says, "but at the same time the applicant is unquestionably, in point of law, both a shareholder and a debenture stockholder, and whether he is a trustee for other people we cannot inquire." The right to require the company to supply a shareholder with a copy of the shareholders' address book depended on section 10 of the Companies Clauses Consolidation Act, 1845, which said, in terms, that "every shareholder may require a copy" of the shareholders' address book upon certain terms of payment. The plaintiff's right under this section was clear, and did not in the least depend upon his motives; he was a shareholder and that was sufficient. The old jurisdiction of the Court of Chancery by injunction restraining the company from continuing to refuse was still in force, though it now took the more usual form of

a mandatory injunction directing the company to supply a copy of the shareholders' address book as required. His lordship fully agreed with Warrington, J., that there was no distinction in principle between granting an injunction to restrain a company from interfering with the right and granting an affirmative order compelling a company to grant the right. The order made by the learned judge in the court below was quite right, and the appeal must be dismissed with costs.

FLETCHER MOULTON and BUCKLEY, L.J.J., agreed.—COUNSEL, for appellant, Rowden, K.C., and Neville; for respondent, H. Terrell, K.C., and Lavington. SOLICITORS, Monier-Williams, Robinson, & Milroy; Jordan & Lavington.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

DEELEY v. LLOYD'S BANK (LIM.). Eve, J. 3rd-5th, 9th-12th, 16th-18th, 22nd, and 23rd March.

MORTGAGE—PRIORITY—MORTGAGE TO BANK TO SECURE OVERDRAFT—NOTICE OF SUBSEQUENT MORTGAGE—FURTHER ADVANCES—TACKING—APPROPRIATION OF PAYMENTS.

*The rule in Clayton's case (1 Mer. 572), not being a rule of law, but only a presumption of fact, will not be applied where it is contrary to the intention of the parties. Accordingly it will not be applied for the purpose of putting a mortgagee in a position as regards priority, which was never contemplated or intended by the parties.*

This was an action for an account as against mortgagees in possession. On the 28th of August, 1891, one Glaze mortgaged certain property to Rollason for £2,500. On the 21st of September, 1893, Glaze mortgaged the property to the defendant bank to secure the balance on his current account, not exceeding £2,500. On the 27th of June, 1894, Rollason assigned his mortgage to Jewkes. On the 19th of October, 1895, Glaze mortgaged the property to the plaintiff for £3,500. On the 2nd of December, 1895, notice of the mortgage to the plaintiff was served upon the bank, and the prior incumbancers. On the 22nd of March, 1899, Jewkes transferred his mortgage to the bank. The bank, on receipt of the notice, did not close their account with Glaze. The plaintiff contended that the rules in *Clayton's case* (1 Mer. 572) and *Hopkinson v. Rolt* (9 H. L. C. 514) applied, and that, therefore, the moneys owing to the defendants under their mortgage with Glaze were postponed to the moneys owing to the plaintiff under the mortgage of the 19th of October, 1895.

EVE, J., after holding that an effective notice was served on the bank on the 2nd of December, 1895, said the legal result of that notice was that it was impossible for the bank to tack on to their security any further advances, and that the principle of *Hopkinson v. Rolt* immediately applied. A line had to be drawn at the date of the notice, and the amount due on the security could not be increased to the prejudice of the plaintiff, Mrs. Deeley. Now, the plaintiff says that the bank are not only precluded from tacking further advances, but that, by the application of the rule in *Clayton's case*, all payments made to the bank by or on account of J. Glaze must be treated as having been applied in discharge of the indebtedness on the security before the notice. In other words, as soon as the £2,500 had been paid to the credit of J. Glaze the security was satisfied. The bank say that that conclusion was refuted by the form of the mortgage. But it is an ordinary banker's mortgage to secure a current account, and there is no substantial difference between this mortgage and that in *Hopkinson v. Rolt*. There is nothing, therefore, here to exclude the rule in *Clayton's case*. The rule is well stated in *Re Sherry* (25 Ch. D. 692, 702), and is further dealt with in *The Mecca* (1897, A. C. 296), from which it appears that the rule is not a rule of law, but a presumption of fact, and if it is contrary to the intention of the parties the rule ought not to be applied. The plaintiff says that Glaze's account constitutes a complete appropriation by the bank. The bank says it is nothing but a debtor and creditor account, and that you must look at it in its entirety. I think the contention of the bank is right, and that the account is not one from which I ought to presume that the bank did in fact appropriate the payments to the discharge of the items on the debit side of the account. It would be unjust if I were to hold that the rule in *Clayton's case* must be applied for the purpose of putting the plaintiff's mortgage into a position which not one of the parties ever contemplated or intended. Now, in so holding am I doing anything contrary to *London and County Bank v. Ratliff* (6 A. C. 722)? There the owner of property had mortgaged it to a bank. He sold the property free from incumbrances, and the bank had notice of the sale and the terms upon which it was made; that is to say, that as between the vendor and purchaser the latter was entitled to the property free from incumbrances to the bank. The House of Lords held that the bank could not increase the incumbrance upon the property by any advances made to the vendor after notice of the contract of sale, and, further, that as between the vendor and the bank there was subsisting a current account, and that every penny which the vendor paid into the bank was applied in discharge of the items on the debit side. The joint effect of applying the rule in *Clayton's case* and the rule in *Hopkinson v. Rolt* was that the vendor, having paid into the bank sufficient to discharge the amount due to the bank at the time of the notice, the purchaser got that which he bargained for; that is, he got the property free from incumbrances, and was enabled to get the title deeds from the bank. It seems to me that in that case justice demanded that the rules should be applied. Every element was present which entitled the court to apply the two

rules, and, there being no evidence to rebut the presumption, the rule in *Clayton's case* was applied. The result is that, in my opinion, the rule in *Clayton's case* does not apply in this case, and that the plaintiff is not entitled to priority in respect of her mortgage debt.—COUNSEL, P. O. Lawrence, K.C., and Sheldon; Astbury, K.C., Stewart Smith, K.C., and Stamp; Buckmaster, K.C., and McCordie. SOLICITORS, Field, Roscoe, & Co., for Jobson & Marshall, Dudley; P. Chandler, for Hooper & Fairbairn, Dudley; Field, Roscoe, & Co., for P. Deeley, Dudley.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

MUDIE & CO. v. STRICK. Pickford, J. 25th March.

SHIP—CHARTER-PARTY—"STRIKES, LOCKOUTS, CIVIL COMMOTIONS, OR ANY OTHER CAUSES OR ACCIDENTS"—EJUSDEM GENERIS.

A charter-party contained the following clause: "In case of strikes, lockouts, civil commotions, or any other causes or accidents beyond the control of the consignees which prevent or delay the discharging, such time is not to count unless the steamer is already on demurrage." At the port of discharge the steamer was delayed on account of shortage of labour, following an outbreak of plague and precautions of a sanitary nature.

Held, that the cause of the delay was not a "cause or accident" ejusdem generis with "strikes, lockouts or civil commotions."

Tillmanns v. Knutsford (1908, 2 K. B. 385) followed.

The plaintiffs, who were the owners of the s.s. *Matin*, claimed from the defendants, who were the charterers, £446 1s. in respect of eleven days' demurrage. The facts, as stated by the learned judge, were as follows: At Marmagao, the port of discharge, delay was caused by a shortage of labour, owing to an outbreak of plague at Vasco da Gama, which was a few miles inland from Marmagao. One of the results was that, as a matter of sanitary precaution, the sanitary officer, among other measures, burned a good many of the houses belonging to those coolies at Marmagao who would have to discharge the ship. The ship would ordinarily discharge into trucks, which would be sent up from Vasco da Gama, but in consequence of the plague the coolies ran away, and there was not sufficient labour either to discharge the ship or unload the wagons, so that they might be sent back again. There were also several ships unloading, and some congestion was caused by the fact that one of them unloaded on to the quay, when there were no wagons to receive the cargo. The consequence was that the *Matin* took twenty-two days to unload instead of eleven. The cargo was carried on the terms of a charter-party, which contained the following clause: "In case of strikes, lockouts, civil commotions, or any other causes or accidents beyond the control of the consignees which prevent or delay the discharging, such time is not to count unless the steamer is already on demurrage." It was contended on behalf of the plaintiffs that shortage of labour had nothing to do with exceptions relating to the discharging of the ship, and that the departure of labourers on account of plague was not a "cause or accident" ejusdem generis with strikes, lockouts, or civil commotions: *Stephens v. Harris* (57 L. T. R. 203), *Tillmanns v. Knutsford* (1908, 2 K. B. 385), *Fenwick v. Schmalz* (L. R. 3 C. P. 313), and *Re Richardsons & Samuel* (1898, 1 Q. B. 261). It was contended on behalf of the defendants that general words could not be construed on the mere document itself as words ejusdem generis, and that the ejusdem generis principle did not apply: *Baerselman v. Bailey* (1895, 2 Q. B. 301, at p. 303), *Thames and Mersey Insurance Co. v. Hamilton* (12 App. Cas. 484, at p. 501), and *Larsen v. Sylvester* (1908, App. Cas. 295).

PICKFORD, J., in the course of his judgment, said the defendants had no defence unless they could bring themselves within the above cited clause. The question of ejusdem generis was difficult, because the judgments on the point were difficult to reconcile. In the charter there were general words followed by particular words, and, as he understood the last judgment on this point of the charter-party—viz., *Tillmanns v. Knutsford* (supra)—it was necessary to see whether the particular words constituted a genus, and if they did, then in the absence of any indication to the contrary the general words were to be construed as having relation to that genus. If this could not be done, then, apparently, all the particular words were to be read separately and the general words also. In the present case there seemed to be a genus, and one very similar to that discovered by the Court of Appeal in *Tillmanns v. Knutsford*, and he thought the genus included those cases where the supply of labour was restricted in consequence of the action of other persons, either because of labour troubles, which included strikes, lockouts or civil commotions which were very similar to riots. It was not an accident, according to the case of *Fenwick v. Schmalz* (supra), and that left the words "other causes" still to be referred to the previous particular words, so that if these words were to be read in accordance with the decision in *The Torbryan* (1903) P. 194, the trouble constituted an "accident," and if they were not to be read in that way, the shortage of labour from plague was not an accident. The only thing left to decide was whether the shortage of labour was ejusdem generis with strikes, lockouts, or civil commotions. He did not think it was. It was not a strike or lockout, and he did not think it was ejusdem generis with civil commotions. The sanitary measures, no doubt, contributed to the alarm, but the substantial and real cause was

the plague, and although the sanitary measures were connected with the plague, he did not think the fact that the coolies were frightened constituted anything arising ejusdem generis with civil commotions. On these grounds the plaintiffs were entitled to recover, and there would be judgment for the amount claimed with costs.—COUNSEL, for plaintiffs, Scrutton, K.C., and Raeburn; for defendants, Bailhache, K.C., and Adair Roche. SOLICITORS, Lowless & Co.; Botterell & Roche.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

ROSENZ v. ROSENZ AND JOSTEN. Bigham, P. 29th March.

DIVORCE—HUSBAND'S PETITION—ADULTEROUS PETITIONER—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. C. 85, s. 31)—DECREE NISI GRANTED.

Where a husband, who had himself been guilty of adultery, petitioned for a divorce on the ground of his wife's adultery, the court, on being satisfied that the allegation was proved, granted a decree nisi.

Undefended petition for dissolution of marriage by a husband. It appeared that the parties were married on the 3rd of November, 1894, and had lived on friendly terms until August, 1906, when the respondent went alone to Blackpool for a holiday, the petitioner being unable to accompany her owing to his business engagements. In the following October the petitioner taxed a man named Presburg with misconduct with the respondent at Blackpool. The latter admitted the charge to be true. On the 22nd of October, 1906, the petitioner filed a petition for divorce, but in the following November he withdrew it, the respondent having promised amendment. He sent her to live at Brighton in order to keep her free from temptation, as he was a licensed victualler. The petitioner was wont to visit his wife for week-ends, but during the summer of 1907, in consequence of her refusal to render him conjugal rights, he went with a young woman to Boulogne-sur-Mer for a few days, and was guilty of adultery. On the 5th of October, 1907, the petitioner and respondent agreed to separate under a deed, which recited that both had committed adultery, which had been condoned by both the parties. There was also a provision for an allowance to the respondent. In the following December the petitioner lent the respondent £100, with which she took a public-house in Brewer-street, London, and went into possession on the 17th of December, 1907. Subsequently the petitioner visited his wife's abode and found her behaving in a questionable manner with men. Acting on information, he taxed his wife on the 24th of February, 1908, with committing adultery with three men in a taxi-cab. She did not deny the accusation. On the 13th of May he again visited her, and in consequence of her behaviour with men called in the £100 lent her on mortgage. On the 28th of May the wife filed a petition for divorce, alleging cruelty and the adultery at Boulogne-sur-Mer in August, 1907, and also adultery with women unknown at places unknown. As an order for particulars was not complied with, the wife's petition was dismissed. On the 23rd of September, 1908, the petitioner filed the present petition, having learnt that the respondent had committed adultery with the correspondent Josten between May and September, 1908. No argument as to the court's discretion took place, nor were any authorities cited to the court in support of the petition, but it is useful to compare the cases of *Constantinidi v. Constantinidi and Lance* (1903, P. 246) and *Evans v. Evans and Elford* (1906, P. 125). After hearing evidence,

BIGHAM, P., granted a decree nisi. Costs were not asked for.—COUNSEL, Lewis Thomas, K.C., and Jellicoe, for petitioner. SOLICITOR, J. C. Jackson.

[Reported by DIGBY COTES-FREEDY, Barrister-at-Law.]

JOSEPH (OTHERWISE KING) v. JOSEPH. Bigham, P. 22nd March. DIVORCE—NULLITY—RESTORATION OF DOWRY—PROCEDURE—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75, s. 17)—MATRIMONIAL CAUSES ACT, 1859 (22 & 23 VICT. C. 61).

A registrar has no power to make an order under section 17 of the Married Women's Property Act, 1882, but a report made by him upon an application under this section may be confirmed by a judge of the High Court.

This was an application under section 17 of the Married Women's Property Act, 1882, for the restoration of dower. The parties were married on the 4th of June, 1907. On the 11th of January, 1908, the petitioner filed a petition for nullity on the ground of the respondent's impotence. On the 11th of May, 1908, a decree nisi was pronounced, and made absolute on the 23rd of November, 1908. Both parties belonged to the Jewish faith, and, according to the custom of their race, the wife's relations handed to the husband before the marriage ceremony £500 as "dowry" for the wife. The husband was to have £100 for his personal use out of this sum, and the remaining £400 was deposited in the joint names of the husband and wife in the National Provincial Bank as their joint property. On the 5th of November, 1906, before decree absolute, the wife filed her petition for "restoration of dower," asking the court to make an order under section 17 of the Married Women's Property Act, 1882, that the sum of £400 should be restored to her. The section, *inter alia*, provides that in any question between husband and wife as to the title to or possession of property either party may apply to any judge of the High Court of Justice in England, who can make such order with respect to the property in dispute as he may think fit, and any bank shall be treated as a stake-



holder only. The registrar, in the present case, had reported that the present application for restoration of dowry was, in principle, akin to an application for variation of settlements under section 5 of the Matrimonial Causes Act, 1859 (22 & 23 Vict. c. 61). He referred to a somewhat similar application made in *Wood v. Wood and White* (38 W. R. 208; 14 P. D. 157), which was a divorce suit. The case was only an authority as to the procedure under the Act, to the effect that a registrar had no power himself to make an order, it being merely his duty to report to the judge. This the registrar had done in the present case, and counsel on behalf of the petitioner now moved for an order in the terms of the registrar's report. The respondent appeared in person and opposed the application, contending that the money was his absolutely, and that there was no settlement. [BIGHAM, P.—How do you account for the money having been deposited in the joint names of yourself "and" your wife if it was yours absolutely?]

BIGHAM, P., in giving judgment, said that in his opinion the registrar's report was right, and he would order that the sum of £400 be paid over to the wife for her sole and absolute property.—COUNSEL, for appellant, *Gwynne Hall*. SOLICITORS, *Jaques & Co.*, for *Jaques & Son*, Birmingham.

[Reported by DIOBY COTES-FREEDY, Barrister-at-Law.]

## Court of Criminal Appeal.

REX v. ETTBRIDGE. 27th Feb.; 5th March.

CRIMINAL LAW—APPEAL AGAINST SENTENCE—PLEA OF GUILTY—SENTENCE QUASHED—POWER TO PASS SENTENCE IN SUBSTITUTION—CRIMINAL APPEAL ACT, 1907 (7 Ed. 7, c. 23), s. 4 (3).

The words in section 4 (3) of the Criminal Appeal Act, 1907, "by the verdict"—warranted in law "by the verdict"—may be disregarded; and where an appellant who has pleaded guilty appeals against his sentence, the Court of Criminal Appeal, if they quash the sentence passed at the court of trial, may pass on the appellant another sentence warranted in law in substitution therefor, although there has been no verdict against the appellant.

Rex v. Davidson (1909, 25 T. L. R. 352), decided by the same judges, dissented from.

This was an appeal against a sentence of twenty-one months' imprisonment with hard labour on a conviction for breaking and entering a shop and stealing property therein. The appellant had pleaded guilty to the indictment. By section 4 (3) of the Criminal Appeal Act, 1907: "On an appeal against sentence, the Court of Criminal Appeal shall, if they think that a different sentence should have been passed, quash the sentence passed at the trial, and pass such other sentence warranted in law by the verdict (whether more or less severe) in substitution therefor as they think ought to have been passed, and in any other case shall dismiss the appeal." On the 22nd of February, 1909, the Court of Criminal Appeal (Darling, Walton, and Pickford, JJ.) decided in the case of *Rex v. Davidson* (*supra*) that, having regard to the words in this sub-section, "warranted in law by the verdict," where the court quashed a sentence passed on an appellant who had pleaded guilty to the indictment, they had no power to pass another sentence in substitution therefor, as there had been no verdict; the court's power, under section 4 (3) was only to pass such other sentence warranted in law by the verdict. On the argument in this case, counsel for the Crown said that he was unable to support this sentence; but he contended that the decision in *Rex v. Davidson* (*supra*) was wrong, and that the words "by the verdict" in section 4 (3) were not words of limitation, but only words used by way of illustration, and should be treated as mere surplusage. On the cases as to the interpretation of statutes (cited in the judgment *infra*) the court had power, having regard to the clear intention of the statute, to ignore these words "by the verdict."

*Cur. Adv. Vult.*

March 5.—DARLING, J., delivered the following written judgment of the court (DARLING, WALTON, and PICKFORD, JJ.): The appellant was charged at the Middlesex Sessions, before Mr. Montagu Sharp and other justices, upon two indictments—(1) that he did break and enter a shop and steal certain goods therein; (2) that he did commit malicious damage by breaking the windows of the shop. He pleaded guilty on each indictment, and was sentenced to twenty-one months' imprisonment with hard labour on the first indictment, and to three months' imprisonment with hard labour on the second, the sentences to be concurrent. Against the sentence on the first indictment he now appeals. Assuming this court to be of opinion that a different sentence should have been passed, we should quash the sentence, as is provided by the Criminal Appeal Act, 1907, section 4 (3). But there occurs the question whether we have power to pass another sentence in place of that one. Section 3 (c) of the statute enacts that "a person convicted on indictment may appeal 'to this court' with the leave of the Court of Criminal Appeal against the sentence passed on his conviction, unless the sentence is one fixed by law." Here the appellant was convicted on his plea of guilty. He therefore has a right to appeal against the sentence passed upon him. Now, in order to see what this court may do, we must turn to section 4 (3) of the statute, and it becomes plain that, should we think a different sentence should have been passed, we should "quash the sentence passed at the trial." Here the difficulty occurs, for the section proceeds, "and pass such other sentence warranted in law by the verdict in substitution therefor as they think ought to have been passed." Had this sentence in ques-

tion followed on a verdict there would here be no difficulty. But it was pronounced after no verdict, and in consequence of the plea of guilty. Mr. Bodkin, for the Crown, has argued that the words "by the verdict" may be rejected by us, and the statutes read as though they were not there. On the other side, it is argued that this court has already, and as at present constituted, held that we have no power in these circumstances to substitute another sentence for the one quashed. We did so decide a week or so ago: see *Rex v. Davidson* (*supra*). The point, however, was not argued on both sides, and we propose now to consider the question without reference to the opinion we formerly expressed. Where no meaning can be given to the words of a statute without rejecting some of those used in it, or where the statute would become a nullity were all the words retained, the court has power to read a section as though the words which make it meaningless or nullify it were not there—for this it is enough to cite *Fisher v. Val de Travers Asphalte Co.* (1875, 24 W. R. 198, 1 C. P. D. 259), and *Lloyd v. Lloyd* (1880, 14 Q. B. D. 725). This, however, does not nearly solve our present question, for the section, even were the words "by the verdict" retained, is not meaningless, nor is the section a nullity; for it would be operative in all cases in which the conviction is the effect of a verdict of the jury. We are distinctly of opinion that Parliament could hardly have intended that only those who should have been found guilty by a jury should be allowed to appeal against the sentence, which is not the act of the jury at all, but is fixed and awarded by the judge, whether the conviction follow on a plea of guilty or on a plea of not guilty, and a verdict of guilty. We are of opinion that we may, in reading the statute, reject words, transpose them, or even imply words if this be necessary to give effect to the intention and meaning of the Legislature; and this is to be ascertained from a careful consideration of the entire statute. For this opinion many cases might be cited, but it is sufficient to refer to *Reg. v. Inhabitants of East Ardsley* (1850, 14 Q. B. 793), *Reg. v. Buttle* (1870, 18 W. R. 956, 1 C. C. R. 248), *Rex v. Vasey and Lolly* (1905, 54 W. R. 218; 1905, 2 K. B. 748), and especially *Hall v. Knox* (1863, 12 W. R. 103, 4 B. & S. 515) and *Salmon v. Duncombe* (1886, 11 A. C. 627). In some of the cases cited to us, and notably in this last, the court has attributed to the draftsman some defect of expression. But, strictly speaking, should ambiguity or contradiction in terms be manifest, it is unnecessary to determine whether this be due to bad drafting, to the hurried acceptance of amending words, or to the operation of rules resulting in the passing *en bloc* of some clauses of a Bill with no opportunity for either discussion or amendment. From a careful consideration of the whole of this statute we are satisfied that it was intended, as is plainly shewn in section 3, to give to those who might plead guilty an appeal against the sentence passed on their conviction. It appears to us unreasonable to place the Court of Criminal Appeal in the position of having either to leave the sentence untouched or to release the guilty person unpunished. No reason for making such a difference between the treatment of a man convicted on his own confession and that of one convicted by a jury has been suggested to us, nor can we imagine one. If such difference were intended it is nowhere affirmatively expressed; but it is merely to be inferred from the presence in section 4 (3) of the words "by the verdict." Why those words are there we may guess unprofitably, but cannot certainly say. They are not necessary to enable the court to pass a substituted sentence for the one quashed, where the appellant has been found guilty by a jury; and we cannot believe that they were deliberately inserted for the express purpose of disabling the court or limiting its power on the consideration of an appeal against sentence by one who has pleaded guilty. Yet were we to hold that these words, "warranted in law by the verdict," do apply to a case in which sentence has followed on a plea of guilty, we could give them no other effect. When there has been a verdict those words are plainly superfluous. Where (as in this case) there has been no verdict, they cannot be read in any way which would not defeat what was plainly the intention of the Legislature. In these circumstances, we are of opinion that the rules to be collected from the cases justify us in disregarding those words and in holding that this statute gives us power to quash the sentence appealed from, and to pass in its place another sentence warranted by law. [After reading the written judgment of the Court, DARLING, J., continued:] Since this judgment was written I have read three prints of the Criminal Appeal Bill when it was before Parliament. I have read three of them ordered to be printed on the 17th of April, 1907, the 3rd of July, 1907, and on the 30th of July, 1907. Section 4 (3) of the Bill is the same in all cases: "On an appeal against sentence the court shall, if they think that a different sentence should have been passed, quash the sentence passed at the trial, and pass such other sentence (whether more or less severe) in substitution therefor as they think ought to have been passed." So it is plain that these words, which have given us so much trouble, were not in the Bill as it was first drawn, and the original draftsman is not to blame. How they came in and as to the person who is entitled to the credit of inserting them in the Bill I have not thought it politic to inquire. I only looked at the drafts after this judgment had been written, and our judgment is in no way founded upon the way in which these Bills were drafted. Since these sentences were passed on Ettbridge inquiries have been made about him, and matters which were unknown to the learned chairman who passed this sentence are now known to this court. We have had before us the memorandum of the chaplain of the prison, who has told us of the circumstances which led to the commission of these crimes. So we are in a better position to deal with the case than was the learned chairman. We quash the sentence of twenty-one months' imprisonment with hard labour, and pass in substitution therefor a

sentence of twelve months' imprisonment with hard labour, to date from the conviction.—COUNSEL, for the Crown, *Bodkin and Lawrie*; for the appellant, *Warburton*. SOLICITORS, *Director of Public Prosecutions*; Registrar of Court of Criminal Appeal.

[Reported by C. G. MORAN, Barrister-at-Law.]

#### REX v. BICKLEY. 22nd Feb.

CRIMINAL LAW—POLICE SPY—EVIDENCE OF—CORROBORATION—ACCOMPLICE.

*The evidence of a police spy is not to be treated as that of an accomplice.*

*Reg. v. Mullins* (1848, 3 Cox C. C. 526, 12 J. P. 776) followed.

This was an appeal against a conviction under section 59 of the Offences Against the Person Act (24 & 25 Vict. c. 100), for unlawfully supplying a noxious thing to a woman with the intent to procure her miscarriage. *Darling, J.*, who tried the case at the Leicester Assizes, sentenced the appellant to five years' penal servitude. The principal witness for the prosecution was a woman who had acted as an *agent provocateur*, or police spy, pretending that she required assistance from the appellant to procure her miscarriage. The learned judge, in summing up the case to the jury, did not direct that her evidence should be treated as that of an accomplice. The fact that she was a police spy was apparent from the evidence and the summing-up. Counsel for the appellant contended that the learned judge ought to have cautioned the jury that the evidence of this woman should be treated as if it were that of an accomplice. He endeavoured to distinguish the case of *Reg. v. Mullins* (1848, 12 J. P. 776, 3 Cox C. C. 526) as the ground that in this case the woman actually instigated the offence by inviting the appellant to commit it, and he cited *Connor v. People* (1893, 36 Amer. State Rep., at p. 300). Other points were taken in the case with which this report does not deal.

*WALTON, J.*, delivered the judgment of the court (*DARLING, WALTON, and PICKFORD, JJ.*) on this point as follows: The first objection taken was this—that the jury ought to have been warned that the evidence of the principal witness for the prosecution should be treated as the evidence of an accomplice, and should not be acted on without corroboration. There is no doubt that this woman was a police spy. The facts were that the police had reason to believe that this offence was common in the neighbourhood, and they had some reason to suspect the appellant of carrying on the business of procuring abortion. The police, therefore, sent this woman to pretend that she was in need of his assistance. The case of *Connor v. People* has been cited to us. It is the custom of our courts to listen to what is said by American judges, and to see whether their reasoning commends itself to us. This case was cited to us in support of this objection; but on looking at it we do not find that anything was there decided as to the way in which the evidence of spies should be treated. The point dealt with was that to constitute larceny there must be a taking of property without the consent of the owner, and the court went on to say: "When in their zeal or under a mistaken sense of duty detectives suggest the commission of a crime and instigate others to take part in its commission in order to arrest them while in the act, although the purpose may be to capture old offenders, their conduct is not only reprehensible, but criminal, and ought to be rebuked rather than encouraged by the courts." That may or may not be well founded; we are not called upon to express any opinion on the *dictum*. But it is clearly established that the evidence of a woman acting as this woman did is not to be treated as that of an accomplice: see *Reg. v. Mullins* (*supra*). *Maule, J.*, said in that case: "Now, as to spies, I know of no rule of law which declares that their evidence requires confirmation, nor any rule of practice which says that juries ought not to believe them." This woman was a spy, and that she acted with the knowledge and approbation of the police was clear from the evidence that was put before the jury. That being so, there is no ground for saying that the jury ought to have been more fully warned as to her evidence. They were told that she was sent by the police to see whether he would commit the offence which he was subsequently charged with committing.—COUNSEL, for the Crown, *Disney*; for the appellant, *Powers*. SOLICITORS, *Smith, Mammatt, & Hale, Ashby-de-la-Zouch*; Registrar of Court of Criminal Appeal.

[Reported by C. G. MORAN, Barrister-at-Law.]

## Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

March 25.—*NICHOLAS BROKENSHIRE*, Broad-street-avenue, Blomfield-street, London; *HENRY LOCKE SMILES*; *WALTER CHARLES TOWNSEND*, formerly of Cogan-chambers, Bowl Alley-lane, Hull.

## Societies.

### The General Council of the Bar.

The following are extracts from the Annual Statement, 1908-1909: *The County Courts Bill, 1908*.—Upon the County Courts Bill, 1908, the Council reported as follows:—"1. The Council strongly object to the provisions of this Bill whereby the jurisdiction of the registrars is increased. It will be recollected that although the sum sued for may be small, to a poor suitor his claim may be of considerable importance,

county courts were established for the benefit of the poorer classes of suitors, and it was intended that their suits should be determined in open court by a judge of learning and experience. 2. As to section 8.—If the penalty under section 48 of the principal Act is extended to imprisonment they think it should be imposed by a court of summary jurisdiction upon a formal charge and not by the county court judge. 3. As to section 10.—They venture to suggest that a judge should be entitled to a pension after 15 years' service." The Bill was subsequently withdrawn.

*The Abolition of the Judge in Chambers in the King's Bench Division.*—In May last a meeting of the members of the common law bar was convened by the Council to consider the proposed alteration of the then existing system for the transaction of chamber business in the King's Bench Division. The meeting was held in the Inner Temple Hall on Tuesday, 19th of May, and was large and representative. The following resolution was adopted unanimously:—"That this meeting of members of the common law bar desires to express its conviction that the proposed abolition of the existing system, by which a judge of the King's Bench Division sits in chambers to dispose of chamber business, and the proposed substitution thereof of a system by which such business will be disposed of by judges sitting in different courts at the rising of their respective courts whenever that may be, or in some cases at the sitting of the court, will be injurious to suitors and unworkable by the profession; and that the Executive Committee of the Bar Council be requested to communicate with the judges and respectfully to express the hope of the common law bar that the matter may be re-considered."—The above resolution was at once brought to the notice of the Lord Chief Justice and the judges. In December last, after the new scheme had been at work for several weeks, they unanimously adopted the following report, and brought it to the notice of the Lord Chancellor, the Lord Chief Justice of England, and the judges of the King's Bench Division:—

*Report as to the working of the present arrangements for the hearing of Judges' Summonses in the King's Bench Division.*

1. For the purpose of arriving at a conclusion as to the working of the above mentioned arrangements, we have (1) investigated a definite period during the present sittings for the purpose of seeing whether the arrangements curtail the sittings in court during the trial of witness actions, (2) selected a particular witness action tried during these sittings in order to see to what extent and in what manner it has been affected by the arrangements, and (3) made numerous inquiries from barristers, solicitors, and officials who have had experience of the working of the arrangements in order to ascertain their opinions upon such arrangements.

2. The special period selected for investigation is from Monday the 16th of November, to Friday the 27th of November. This period was selected as the most convenient period for investigation and without previous knowledge of the result. We considered that it would be better to select a period as late as possible in the Sittings so as to give the present arrangements time to get into working order. The following table gives the particulars:—

Date.	Judge.	Advertised Time for Summonses.	Advertised Time for Court Work.	Actual Time of Sittings.
Monday, 16 Nov	Channell, J.	10.30	12.0	12.15
" 16 "	*Coleridge, J.	10.30	11.0	11.10
Wed. 18 "	Channell, J.	10.30	11.30	11.30
" 18 "	*Coleridge, J.	10.15	10.45	10.46
Thurs. 19 "	*Grantham, J.	10.30	10.30	10.40
" 19 "	Channell, J.	10.30	11.0	11.15
Friday 20 "	*Lawrance, J.	10.15	10.30	10.30
" 20 "	*Jelf, J. ...	10.30	10.45	10.45
Sat. 21 "	Lawrance, J.	10.30	"After Interlocutory business."	10.55
Monday 23 "	Phillimore, J.	10.30	"After Interlocutories."	11.18
Tues. 24 "	*Jelf, J. ...	10.30	11.0	11.25
Wed. 25 "	*Jelf, J. ...	10.30	10.30	10.43
" 25 "	Phillimore, J.	10.30	11.0	12.45
Thurs. 26 "	Phillimore, J.	10.30	11.0	11.37
" 26 "	*Jelf, J. ...	10.30	11.0	11.5
Friday 27 "	*Jelf, J. ...	10.30	10.45	10.55

The mark \* indicates that the judge was sitting to try jury cases.

From this table it appears that during the selected period:—

(1) the sittings in court during the trial of witness actions were curtailed on 15 occasions for periods varying from 10 minutes to 2½ hours, and amounting in all to 11 hours 24 minutes.

(2) on 12 occasions counsel, witnesses, solicitors, and suitors were kept waiting beyond the advertised time for periods varying from 5 minutes to 1½ hours, and amounting in all to 5 hours and 18 minutes.

On 3 days during the selected period a judge took interlocutory business during the whole day, and on several days judges heard summonses after the rising of the court at 4 p.m.

3. The particular case selected for investigation as an example of



what has happened and what may be expected to happen in future was the action of *Fletcher v. Nottidge*, tried before Bucknill, J., without a jury. This case was reached on Thursday the 29th of October, and the following table explains the course of the action:—

Thursday	29th	October	...	Case reached, judge sat in court at 11.0.
Friday	30th	"	}	Case not in list, as judge taking interlocutory business only.
Saturday	31st	"		
Monday	2nd	November	...	Judge sat in court at 11.40. (Advertised time 11.30.)
Tuesday	3rd	"	...	Judge sat in court at 11.29. (Advertised time 10.50.)
Wednesday	4th	"	...	Judge sat in court at 11.20. (Advertised time 11.0.)
Thursday	5th	"	...	Judge sat in court at 11.0. (Advertised time 11.0.)
Friday	6th	"	...	Case not in list as judge taking interlocutory business only.
Saturday	7th	"	...	No sitting.
Monday	9th	"	...	Judge sat in court at 11.25. (Advertised time 11.0.)
Tuesday	10th	"	...	Judge sat in court at 10.30.
Wednesday	11th	"	...	Other business.
Thursday	12th	"	...	Judgment. Judge sat in court at 11.46. (Advertised time 11.30.)

In addition the judge left the court on one day for some time to hear an urgent *ex parte* application, and on another day he heard a summons during the mid-day adjournment, and did not sit again until 2.15.

Had the judge sat on each day during the usual hours to continue the hearing, without interruption, the case would have finished on Thursday the 5th of November. The sittings in court during the hearing of this action, previous to judgment, were curtailed altogether for 4 hours and 54 minutes, and as there were expert witnesses in the case, and witnesses who came from the country, it is obvious that the costs of the action must have been largely increased. The solicitors for one of the parties have estimated that their costs alone were thereby increased by not less than £100.

4. As regards the inquiries made by us from persons who have had experience of the working of the present arrangements, we have been unable to find any person who approves of them; on the contrary, all persons consulted are unanimous in condemning such arrangements as causing needless expense and much waste of time, an opinion which we think fully justified by our investigations.

5. By adopting the present arrangements we are of opinion that the King's Bench Division is introducing, in an aggravated form, a system which had been found objectionable in the Chancery Division, on the ground that it interfered with the proper trial of witness actions. It was mainly for this reason that the system of linked judges was introduced in the Chancery Division, and an additional judge appointed. It was found in the Chancery Division that there was no advantage in the judge who tries the action hearing interlocutory applications in that action.

6. We also find that the present arrangements cause grave inconvenience to junior counsel who may be busy in court or attending to other summonses, owing to the fact that elasticity is rendered practically impossible, because a judge who is trying witness actions must take the summons at the time fixed, and two or three judges may be taking interlocutory business at the same time.

7. In the result we have unhesitatingly come to the conclusion that the present arrangements should be abolished, and that the system under which one judge sitting in chambers disposed of all interlocutory business, should be reverted to, for the following main reasons, viz:—Because the present arrangements cause (1) waste of time and additional expense, owing to the curtailment of sittings in court during the trial of witness actions, (2) inconvenience and additional expense, owing to judges who are trying witness actions being unable to sit at the advertised times, (3) inconvenience to the junior bar, owing to the fact that the judges are no longer able to show that consideration to the junior bar which under the former system was invariably shown where the barrister engaged in a summons could not for the moment attend to it by reason of his being engaged elsewhere.

14th December, 1906.

The Council regret that their representations have so far been ineffective.

*The Relations now subsisting between the High Court and the County Courts.*—In November last the committee appointed by the Lord Chancellor to consider the above matter and to report whether any, and what, alterations or modification should be made in those relations, and consequently in the jurisdiction and practice of the county courts, submitted the following questions to the Council:—1. Does your Council consider it desirable that the county courts should become constituent branches or parts of the High Court? 2. What are the principal alterations which your Council would recommend in order to carry out any change suggested in the first answer, and consequential thereon? 3. Has your Council any suggestions to make either with regard to the High Court or the county courts which would assist the committee in reporting upon the matter referred to them? 4. Are there any improvements in the working of the present system of the county courts which your Council desires to suggest? In answer thereto the Council reported as follows:—1 and 2. The General Council of the Bar does

not consider it desirable that the county courts should become constituent branches or parts of the High Court. If by the suggested modification of the present dual system it is intended to give High Court jurisdiction to county courts beyond that which they at present possess the Council considers that such a step would be undesirable for the following reasons:—If any considerable share of High Court work is to be disposed of by the local judges, it can only be done by extensive alterations in the present constitution of the county courts. These courts are already fully occupied in those districts where the public have full confidence in the judge; and in some courts there is not sufficient time in which to do the work which has to be dealt with. To justify any such change as a remedy for defects in the present High Court arrangements, there should exist some cogent reasons. In the opinion of this Council no such reasons exist. If in order to relieve the county court judges it is intended to give to their registrars increased power to deal with the small contentious work, the Council thinks such a step would be highly objectionable as depriving the more humble suitor of his right to a trial before the judge, and tending to lower the standard of the administration of justice throughout the country. The cost of such a scheme would be out of all proportion to the benefits to be derived from it. The present county court judges and registrars could not be expected to perform larger and more responsible duties, except at a substantial increase in their salaries. Such increase would in the aggregate certainly far exceed the combined salaries of four or five additional judges of the High Court. Many of the present county court buildings would require reconstruction or extensive alteration in order to provide accommodation for the increased volume and altered character of the work. The present buildings with few exceptions (as is pointed out in a subsequent answer) are quite inadequate for the purposes of the ordinary county court work. The local administration of justice by judges fixed in their districts is often open to objection, and is rarely so effective and satisfactory as in the High Court, where there is a constant interchange of judges and daily opportunities for them of association and intercourse with other members of the bench. If the exercise by the county court judges of this extended jurisdiction is to be at the option of suitors, the natural result will be that in courts presided over by a competent and able judge the press of work will become unmanageable, whilst in other courts there will be little or no High Court work to be done. The effect of any such scheme on the position of the bar deserves serious consideration. Anything which tends to lower the position and to affect the efficiency of the bar is a matter of public concern; and there can be no doubt that in providing for extended local administration of justice through the medium of the county courts, one of the first results will be to break up the profession into fragments, and reduce its efficiency in the service of the public. By the second report of the Judicature Commission issued in 1872 it was proposed to make the county courts constituent parts of the High Court with High Court jurisdiction; and with regard to the effect of such a scheme on the bar, it may be of importance to quote the language of the late Lord Blackburn, who was one of those who dissented from the report. He wrote, "I have great doubts as to the expediency of establishing any such intermediate courts at all. I attach much importance to the keeping up the great central bar of England. The only real practical check on the judges is the habitual respect which they all pay to what is called 'the opinion of the profession,' and the same powerful body forms, as I think, a real and the principal check on the abuse of patronage by the Government." It may be pointed out that of the members of that historic Commission, Lord Cairns, Lord Penzance, Sir William Erle, Mr. Justice Blackburn, Sir Robert Porrett Collier, and Sir John Duke Coleridge did not sign the report. 3. The Council suggests that there should be no organic change made in the relations at present existing between the High Court and the county courts. There must necessarily be a line—to some extent an arbitrary one—dividing the functions of superior from those of inferior tribunals. To the poor suitor even more than to the rich it is of paramount importance that justice should be speedy, convenient, and cheap. To fuse the two systems would, in the opinion of the Council, mean confusion, extra expense, and delay. The present defects in the working of our judicial system lie not so much in the county courts, as in the High Court, and it is there that remedial measures are urgently required. The first and absolutely essential condition of efficiency is the appointment of additional High Court Judges of the King's Bench Division; and it is the belief of all those who know most of the working of our judicial machinery that if this demand were granted, most if not all of the difficulties which are complained of would entirely disappear. The case for such an addition is unanswerable. Between 1867 and 1876 there were 18 common law judges as against 16 at the present time. In 1876 three were removed to form the present Court of Appeal with two Lords Justices and the Master of the Rolls. To assist the common law bench in its then depleted condition the judges of the Court of Appeal and those of the Chancery Division were required to go circuit, which they continued to do for six years. The plan was then abandoned. Since that time the work of the common law division has largely increased both in extent and complexity. In 1883 the bankruptcy jurisdiction was transferred to it. The time of one judge is occupied for a substantial number of days in the legal year (amounting in 1907 to 31 days), in presiding over the Railway and Canal Commission which was established in 1888. Three or more judges are now occupied each week for one or two days in dealing with criminal appeals, thus still further, and probably permanently, reducing the strength of the bench available for the ordinary litigation of the country. The third division of the Court of Appeal, which sat

during the autumn of 1907, was created wholly at the expense of the King's Bench Division. The power to call up one King's Bench Judge to serve in the Court of Appeal has hitherto been limited under the Judicature Act, 1875, to a period when the Spring and Summer Circuits are not being held. The Appellate Jurisdiction Bill now before Parliament enables the Lord Chancellor at any time to request the attendance of any judge of the High Court to sit as an additional judge of the Court of Appeal. All this tends to show how insufficiently manned the King's Bench Division at present is, having regard to the work that it is now or may in the future be called upon to do. To the demand for additional judges the authorities have hitherto turned a deaf ear, although such a remedy would require no drastic change in the form of our judicial system, and would be cheap, effective, and simple. If decentralisation is considered desirable, it would be quite feasible, with an addition of four or five judges, to carry out a plan of district courts of first instance presided over by judges of the High Court sitting for a fixed period in rotation, and dispensing continuously both civil and criminal justice. In the opinion of this Council such a scheme would be far less costly and more efficient than a fusion of the High Court and county court systems. 4. With reference to the working of the present system of the county courts the Council desires to suggest the following points for consideration:—1. The scale of court fees needs revision. 2. As a rule there is no sufficient discrimination made in the arrangements for the daily work of the court between the cases which involve on the one hand small local debt collecting and the enforcement of judgment debts, and the litigation of substantial causes on the other. The result is that when substantial cases are tried on the return day of the summons, litigants for small amounts have their time and money wasted; and if the smaller cases are taken first they frequently occupy the whole or the greater part of the day, while substantial cases are adjourned to a distant date to the great inconvenience of jurymen and witnesses, and at great cost to the litigants. The present arrangements of the day's work at a county court are unsuitable for important litigation. 3. With but few exceptions the buildings and accommodation of the present courts are wholly inadequate, ventilation is generally bad, and there are no telephones, no proper waiting rooms, lavatories, consultation rooms, or robing rooms. This causes great discomfort and inconvenience to litigants, jurymen and witnesses, as well as to counsel and solicitors. Improved county court buildings are urgently required. 4. There should be a right of appeal on questions of fact where the amount claimed is over £50. 5. Leave for service of summonses out of the district should only be given by the judge.

### Incorporated Law Society for Cardiff and District.

The annual meeting of this society was held on the 29th of January, 1909, Mr. T. Rodway Hunt, the president, occupying the chair. The twenty-third annual report of the committee was received and adopted, and the treasurer's accounts for the past year were approved.

The President delivered a short address dealing with professional matters of interest which had occurred in the past year, and referring particularly to the suggestion by a committee of the corporation that no future town clerk should be allowed to take articled clerks. He expressed a hope that the council would not adopt the recommendation of the committee, as it was most desirable that the future advisers of municipal bodies should be well trained in their special work, and Cardiff had already proved itself a thorough and efficient school for such training, and had supplied town clerks to many of the chief towns of the kingdom.

Mr. J. W. Botsford was elected president and Mr. C. R. Waldron vice-president for the coming year, and Messrs. Hunt, A. C. Macintosh, H. T. Gilling, and W. R. Davies were appointed to fill the vacant seats on the committee. Mr. C. E. Dovey was re-elected auditor, and votes of thanks to the retiring president, to the hon. treasurer (Mr. W. Bradley), and the hon. secretary (Mr. Walter Scott) concluded the meeting.

The following are extracts from the twenty-third annual report of the society:—

**Members.**—Your committee have pleasure in reporting that the membership of the society has again increased. During the past year eight new members and two new subscribers to the library were elected. Two members resigned, and the number of members is now 145, and of subscribers to the library 13.

**Library.**—The number of issues of books from the library also shews a substantial increase, being 5,221, as against 4,607 in 1907.

**A Solicitor Lord Mayor.**—The committee have much pleasure in recording the unanimous election by the city council of Alderman Lewis Morgan, a member of this society, to the honourable position of Lord Mayor of the city. The committee passed a resolution of cordial congratulation to the Lord Mayor, and this resolution was read and formally presented by Councillor J. T. Richards, a member of the committee, at the council meeting on the 9th of November, when the Lord Mayor was called to the chair. On the 24th of November the Lord Mayor was entertained at a complimentary banquet by the society.

**Legal Education for Wales.**—The scheme for the establishment of a Board of Legal Education for Wales and Monmouthshire was further considered at a conference held at Llandrindod in July, and the president and hon. secretary attended to represent this society. The conference was attended by representatives of the various law societies in the specified districts and of the university colleges. Amendments sug-

gested by this committee ensuring due representation to the University College of South Wales were discussed and adopted by the conference, and the scheme as finally settled has since received the approval of the Council of the Law Society, and this body will shortly give directions for the election of members of the board and for the holding of the first meeting. Under the scheme this society is entitled to elect two members on the board.

**Relations between the High Court and the County Courts.**—The committee appointed by the Lord Chancellor to consider the relations subsisting between the High Court and the county courts sent certain questions on the subject to your committee, and after careful consideration of the whole matter your committee replied to the effect that they did not consider it was desirable that the county courts should become constituent branches of the High Court, but they recommended the introduction into county court actions of the process analogous to the proceeding under order 14 in the High Court, the extension of the registrar's jurisdiction in dealing with defended cases to those not exceeding £5, and the revision and substantial reduction of the present scale of court fees.

## Law Students' Journal.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—March 30.—Chairman, Mr. G. Bertram Willis.—The subject for debate was:—"That the Government's naval programme for 1909 is totally inadequate." Mr. P. B. Henderson opened in the affirmative; Mr. C. P. Blackwell opened in the negative. The following members continued the debate: Messrs. Meeke, Barnett, Davis, Harston, Krauss, Hargreaves, Varley, Hackling, Budge, and Pleadwell. The motion was carried by six votes.

## The Land Registry.

At the annual meeting of the Land Law Reform Association, held last week in the Conference Room of the National Liberal Club, the following resolutions were put to the meeting and carried:—

(1) That in view of the fact that the system of compulsory registration of title that has been on trial as an experiment in the County of London since January, 1899, has not proved satisfactory, and that as a consequence a Royal Commission has been appointed to consider the subject, and, further, in view of the fact that the Land Registry officials have, since giving evidence before the Commission, found it necessary to completely alter the practice and to seriously increase the registration fees, this meeting is of opinion that the Privy Council should forthwith exercise the power they possess to suspend the operation of the order applying compulsion to the County of London, so that, pending the report of the Royal Commission, property owners may be left free to register or not, as they deem best in their own interest.

(2) That copies of the foregoing resolution be sent to the Lord Chancellor, the Privy Council, the Chairman of the Royal Commission, the Attorney-General, and the London County Council.

## Obituary.

### Mr. R. H. Peacock.

Mr. Richard Henry Peacock, for over thirty years the senior member of the well-known firm of Peacock & Goddard, of South-square, Gray's-inn, died at his residence at Croydon, on the 23rd of March, aged eighty-six. He was admitted in 1858, and commenced to practise in Gray's-inn. He came speedily to be regarded as an authority on Equity and Chancery procedure, and was in his earlier years a well-known figure in Chancery Chambers. In his long life he made very many professional friends, and was brought in contact with most of the leading Chancery judges and counsel, and he had many good stories to tell about the Court of Chancery and its practitioners in the forties and fifties. Vice-Chancellor Malins offered Mr. Peacock a chief clerkship in his chambers, but he preferred to continue in general practice. He was, till his death, one of the directors of the Law Association, and took an active interest in its work, which was very congenial to his kindly nature, and he rarely missed a meeting of the board. Notwithstanding his retirement from business, he continued to take a keen interest in matters relating to the profession, and one of his greatest pleasures was to meet his old professional friends at the Law Society.

### Mr. R. Harris, K.C.

Mr. Reader Harris, K.C., died on Tuesday last. He was called to the bar in 1863, at the age of thirty-six years, having been previously a civil engineer. He practised at the Parliamentary Bar, and in 1894 was appointed a Queen's Counsel. He married the daughter of Mr. E. J. Bristow. He was the founder of the "Pentecostal League," and was an ardent philanthropist.



## Legal News.

### Appointment.

Mr. HORACE KELWAY POPE, solicitor and notary, of Southampton, has recently been appointed Coroner for the County Borough of Southampton, in place of the late Mr. William Coxwell, who held the office for many years.

### Changes in Partnerships.

#### Dissolutions.

ARTHUR CUTHBERT LANGHAM and LLEWELLYN GWYNNE JONES, solicitors (Langhams), 10, Bartlett's-buildings, London. March 25.

WILLIAM HENRY MARTIN and ARTHUR ROBERT SHIELD, solicitors (W. H. Martin & Co.), 15, King-street, Guildhall, London. June 30. Such business will be carried on in the future by the said William Henry Martin.

FREDERIC MESSITER, JOHN GEORGE THURSFIELD, and WILLIAM BRUNTON THURSFIELD, solicitors (Thursfield & Messiter), Wednesday. March 25. So far as regards the said William Brunton Thursfield, who retires from the firm. [Gazette, March 30.]

### Information Required.

JOHN CLARK (deceased).—Any solicitor or other person having prepared a Will, probably dated in the year 1905 or the year 1906, for Mr. John Clark, formerly of St. Hilda's, Westwood-road, Sydenham, but late of Holly House, Buckhurst-hill, Essex, and who died on the 1st of February, 1909, at Holly House, Buckhurst-hill, Essex, aforesaid, and who was engineer to the West Ham Gas Co., is requested to communicate with Messrs. Hepworth & Co., 15, South-street, Finsbury, E.C., solicitors, with as little delay as possible.

### General.

On Tuesday last the Royal Assent was given by Commission to the Consolidated Fund (No. 2) Bill, which had been passed through all its stages, without debate, earlier in the day.

It is stated that Mr. Justice Neville, who has been absent from the Law Courts for some days, is confined to his bed with influenza, and, although progressing favourably, will not resume his judicial duties until the next sittings.

It is stated that Mr. Shyamaji Krishnavarma, the head of India House, Highgate, has been called upon by the Benchers of the Inner Temple, to appear in person or by counsel, or put in a written statement, on Friday, April 23, at 4.30 p.m., to show cause why he should not be disbarred on the ground of his articles and letters on the Indian Government.

The Select Committee of the House of Commons appointed last session to consider the question of imprisonment for debt resumed its sittings last week under the chairmanship of Mr. Pickersill. It is stated that Mr. F. W. Bradford, a bankruptcy official, expressed himself in favour of the retention of the power of imprisonment for debt, and said he had asked Mr. Justice Phillimore if he were in favour of the abolition of the power, and his lordship replied, "No; on the contrary, I think every man who contracts a debt without reasonable expectation of being able to pay it should be sent to prison for a short term. It would be a wholesome deterrent."

The City Lands Committee have, says the *Times*, submitted to the Corporation a report on the moneys expended on the new Central Criminal Court. The cost was at first defrayed by a county rate restricted to the City area, by which £55,800 was raised. In 1904, at the instance of the Corporation, an Act was passed to authorise them to raise a sum not exceeding £350,000 on the security of the consolidated rate of the City, and provision was made for the discharge of the loan within sixty years. The net cost, after allowing for £55,800 received from the rate and £701 interest on the site, had been £332,831. Thus £17,168 of the authorized amount had been unexpended.

At the Central Criminal Court, on the 25th ult., before Mr. Justice Channell, Joseph Fallows, solicitor, seventy-five years of age, was indicted for the conversion as trustee of trust money amounting to £329 7s. 6d. to his own use. The conversion alleged was, says the *Times*, in respect of part of the proceeds of the sale of property of which the prisoner was a trustee. He was supposed to have invested £350 in a leasehold house, and the interest was regularly paid by him until October, 1907. Last year legal proceedings were instituted against the prisoner, who then stated that the money had been lost, owing to the lease of the house having been forfeited. He failed to obey an order of Mr. Justice Parker to pay the money into court within ten days, and had been in Brixton Prison since on a writ of attachment. The jury found the prisoner "Guilty," and Mr. Justice Channell, taking into account the prisoner's age, sentenced him to 18 months' imprisonment in the second division.

The Lord Chancellor has issued rules for the carrying out of the provisions which apply to youthful offenders in the Children Act, which came into operation on Thursday.

It is stated that Sir Francis Maclean, who has now returned to this country on retirement from the Chief Justiceship of Bengal, was the recipient of many farewell demonstrations of regard and esteem before he left Calcutta. A dinner was given in his honour by the Lieutenant-Governor of Bengal and Lady Baker.

The following resolution was carried on the motion of Dr. R. J. Collie, at a meeting of the Medico-Legal Society, at 22, Albemarle-street, W., Mr. Justice Walton being in the chair:—"That the council be asked to appoint a committee to consider and report as to what action (if any) by the society is desirable in the matter of the alleged unsatisfactory working of the Workmen's Compensation Acts." The discussion arose out of a paper read by Mr. A. S. Morley, in the course of which he enlarged upon the evils of malingering, and denounced the tactics of speculative solicitors and unscrupulous doctors. He believed that insurance companies would be obliged to increase the amount of their premiums for workmen's compensation business, as well as to insist upon the compulsory medical examination of workmen before engagement. Dr. Collie read a paper mentioning cases of malingering which had come under his notice as a medical referee. Certain friendly societies, he said, had had to combine to give the question serious consideration, for it was felt that if they did not do something the Workmen's Compensation Acts would result in their bankruptcy. Among the speakers were Judge Smyly, Judge Bray, and Judge Howland Roberts, who each agreed that steps could be taken to render the operations of the Workmen's Compensation Acts more equitable.

On the 29th ult., at a meeting of the Royal Courts of Justice and Legal Temperance Society, Mr. Justice Channell presiding, Mr. H. B. Mothersole, secretary of the Departmental Committee on the Inebriates Acts, read a paper on the report of that committee. He said that the existing Act was practically inoperative so far as the criminal inebriate was concerned, only 3,000 persons having been sent to reformatories since 1898, whereas 1,750,000 had been sentenced in Courts of Summary Jurisdiction for drunken behaviour. He strongly condemned the luxurious accommodation provided by the few local authorities who had established reformatories for inebriates. Three of the latter had cost per bed £596, £542, and £402 respectively, while other institutions had been founded by private persons to the satisfaction of his Majesty's inspector at £100 per bed. Mr. Justice Channell, after some discussion, says the *Times*, said that the principles on which inebriates should be dealt with should be the same as those on which lunatics were treated. The justification for the interference of the community with the personal liberty of an inebriate should be the same as it was in the case of a lunatic—for the protection of the individual himself and for the protection of others from the individual. Though the voluntary system which had been adopted so far had been of some use, it seemed obvious that it had not dealt with the great majority of the cases concerned. He understood that persons who had had the widest experience of those cases had come to the conclusion that short periods of detention had done good. With regard to what were called criminal inebriates, he remarked that the system under which persons were indicted for habitual inebriety—the only branch of the law of which he had practical experience—was so complicated as to be absolutely unworkable.

The death of William Roupell, which occurred on Thursday in last week at his house in Christchurch-road, Streatham, recalls, says the *Times*, one of the most remarkable cases of forgery that have ever occupied the attention of the English Courts. He was the illegitimate son of Richard Palmer Roupell, a wealthy lead-smelter. Before September, 1856, when the elder Roupell died, William was in serious pecuniary difficulties, and had already started on the extraordinary course of deceit and forgery which six years later was to land him in the felon's dock. To free himself from the pressure of his creditors it seemed to him imperative to raise a large sum of money, which he proceeded to do by forging deeds of gift to himself of certain of his father's estates and then raising loans on the valuations. On September 12, 1856, when the news of the death of R. P. Roupell reached them, William and his mother at once went to his house, and the housekeeper gave his keys to Mrs. Roupell, who, being overcome with grief, handed them over to her son. He opened a desk in which was the last will of his father containing a final codicil, which had been added only a few days before, the general term being that all his property was left to trustees for the benefit of his son Richard. He was too clever to destroy the will. The draft will was probably at that moment in the lawyer's office. So that night, which he spent in the house where his dead father's body was lying, he drew up another will to supersede it. He was too clever to draw the will in his own favour. He was merely the executor. Everything was left to "My dear wife, Sarah Roupell, to and for her own use and benefit absolutely." But, as he had unbounded influence over his mother, he had virtually the complete control of the testator's money. He launched out on a career of wild extravagance, sold estate after estate with his mother's consent, promising to settle £3,000 a year on her and the other children. He became Member of Parliament for Lambeth. After a few years of this riotous living the end came, and he was forced to flee the country, a ruined man. Strange to say, on one of the trials arising out of his crimes, this man, who, without any

qualms of conscience, had robbed his brothers and sisters and forged his father's name over and over again, suddenly made up his mind to leave his safe sanctuary in Spain and return to England to give evidence against himself. The case between the two parties was compromised on the second day, and, in September, William Roupell was arraigned at the Central Criminal Court on two charges of forgery, to each of which he eventually pleaded "Guilty," and was sentenced to penal servitude for life. After serving fourteen years of his sentence, during which he is said to have done helpful religious work among his fellow-convicts, he was released on account of his exemplary behaviour, and for the last twenty-five years of his life he had lived at Streatham. There, on a diminutive holding, he had gained a rather precarious livelihood as a fruit farmer, living very quietly, and making only a few more shillings a week than were enough for his modest wants.

## Court Papers.

### Supreme Court of Judicature.

		ROTA OF REGISTRARS IN ATTENDANCE ON		MR. JUSTICE	
		EMERGENCY	APPEAL COURT	MR. JUSTICE	SWINFER EADY.
		ROYAL.	No. 2.	JOYCE.	
Monday	April 5	Mr Groswell	Mr Goldschmidt	Mr Borror	Mr Synges
Tuesday	6	Beal	Greswell	Leach	Goldschmidt
Wednesday	7	Borror	Beal	Farmer	Greswell
Thursday	8	Leach	Borror	Bloxam	Beal
		MR. JUSTICE	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
		WARRINGTON.	NEVILLE.	PAKES.	EVER.
Monday	April 5	Mr Bloxam	Mr Beal	Mr Farmer	Mr Church
Tuesday	6	Theod	Borror	Bloxam	Synges
Wednesday	7	Church	Leach	Theod	Greswell
Thursday	8	Synges	Farmer	Church	Greswell

The Easter Vacation will commence on Friday, the 9th day of April, 1909, and terminate on Tuesday, the 13th day of April, 1909, both days inclusive.

## Winding-up Notices.

London Gazette.—FRIDAY, March 23.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**BOARS HILL HOTEL AND HYDRO, LIMITED**—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Reginald Walker Thornton, 38, Queen st, Oxford. Walsh & Co, Oxford, solicitors for liquidator.

**C. W. BARTLEY, LIMITED**—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to E. R. C. Kerr, Barnum House, Halifax. Ingham, Halifax, solicitor for liquidator.

**CUTCH STATION HYDROPATHIC HOTEL, LIMITED**—Petition for winding up, presented March 25, directed to be heard on April 6. Hickman, Basinghall st, for Barton & Hickman, Stretwary, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5.

**GOLDEN LINES, LIMITED**—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Harold Edward Gardner Dawson, 4, Sun st, Cornhill, liquidator.

**L. THORN & CO (1908), LIMITED**—Petition for winding up, presented March 25, directed to be heard on April 6. Clifford & Co, Finsbury pavement, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5.

**MASS MILL, LIMITED**—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to John Philip Garnett, 61, Brown st, Manchester. Jackson & Co, Rochdale, solicitors for liquidator.

**PATAGONIAN SHEEP FARMING CO, LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Walter George Waldron, 101, Leadenhall st, Romer, Bucklersbury, solicitor for liquidator.

**SEA BOAT POLICE CO, LIMITED**—Petition for winding up, presented March 20, directed to be heard at Sunterland on April 29. Hoggett, Middlesbrough, petitioners; London agents, Stohart & Bannerman, London walk. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 28.

**UNITED ESTATE AND INVESTMENT CO, LIMITED**—Petition for winding up, presented March 20, directed to be heard on April 6. Whitfield & Co, Surrey st, Strand, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5.

**WILLIAM JOHNSON & SONS (LEADS), LIMITED**—Petition for winding up, presented March 19, directed to be heard on April 6. Churchill, Drapers' gardens, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5.

COUNTY PALATINE OF LANCASTER.  
LIMITED IN CHANCERY.

**WILTON SPINNING CO, LIMITED**—Petition for winding up, presented March 24, directed to be heard at St George's Hall, Liverpool, on April 5, at 10.45. W. R. & W. Ascroft, Preston, solicitors for petitioners. Notice of appearing must reach the above-named not later than 1 o'clock in the afternoon of April 3.

London Gazette.—TUESDAY, March 30.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**B. A. C. SYNDICATE, LIMITED**—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to William Owen, Dashwood House, New Broad st, liquidator.

**B. A. P. SYNDICATE, LIMITED**—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to A. C. Wallace, 161, Cannon st, liquidator.

**CITY OF YORK TRAMWAYS CO, LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to Hy. Simmonds, 24, Great George st, Westminster, liquidator.

**J. B. PARKER, LIMITED**—Creditors are required, on or before May 12, to send their names and addresses, and the particulars of their debts or claims, to Horace Cawood, 24, Eyre st, Sheffield. Roberts, jun, Sheffield, solicitor for liquidator.

**LAWTON HALL, LIMITED**—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to William Roberts Miller, Harrington st, Liverpool, liquidator.

**NEW SWINNEY BLUE BRICK AND TERRAZZ CO, LIMITED**—Petition for winding up, presented March 24, directed to be heard April 14, at 10.30. Jones & Kendrick, Wrexham, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13.

**SMITH FINLAY & CO, LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Gittens, 23, Wentworth mansions, Hampstead Heath. John Hart, solicitor for the liquidator.

## The Property Mart.

### Forthcoming Auction Sales.

April 7.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Freehold Ground-Rents (see advertisement, back page, March 27).

April 16.—Messrs. CHEATON & SONS, at the Mart, at 2: Town Mansion (see advertisement, back page, March 27).

April 19.—Messrs. BAYNOLDS & ELSON, at the Mart, at 2: Leasehold Investment (see advertisement, back page, March 27).

April 22.—Messrs. FARRINGTON, ELLIS & Co., at the Mart, at 2: Freehold Ground-Rents (see advertisement, back page, this week).

April 26.—Messrs. TUCKETT & SON, at the Mart, at 2: Family Mansion (see advertisement, back page, this week).

May 11.—Messrs. DEXTER, TAYSON, RICHARDSON & Co., at the Mart, at 2: Freehold Building 8 to (see advertisement, back page, this week).

Messrs. S. WALKER & SON, at the Mart: Freehold Ground-Rents and Properties (see advertisement, back page, March 27).

### Result of Sale.

REVERSIONS, LIFE POLICY, INTEREST IN POSSESSION, SHARES, AND DEBENTURES.  
Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 280) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £3,606:—

ABSOLUTE REVERSION—		£
To £1,200 .. .. .	Sold	740
To No. 78, Ramsden-road, Balham .. .. .		300
INTEREST IN POSSESSION for £2,100 .. .. .		920
POLICY OF ASSURANCE for £1,000 .. .. .		775
Ballard & Sons (Ltd.), 330 5 per cent. Cumulative Preference .. .. .		990
SHARES of £10 each, fully paid .. .. .		71
Junior Army and Navy Stores (Ltd.), £100 4 per cent. .. .. .		
DEBENTURE BOND .. .. .		

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 19.

**ALSTON, MARY, Clitheroe, Lancs** May 20 Baldwin & Co, Clitheroe  
**BAKES, GEORGE, Whitstable, Shipowner** Mar 22 Stainton, Whitstable  
**BALDERSTONE, JOSEPH, Broughton in Furness, Lancs, Builder** April 20 Butler & Son, Broughton in Furness

**BASSETT, ROBERT, Well st, Hackney** April 20 Norris & Martin, Devonshire sq  
**BEDINGFIELD, CHARLES HENRY, Bristol** April 6 Tarr & Sons, Bristol  
**BENTON, JOHN WHELDON, Ilford** April 19 Hulbert & Co, Liverpool st

**BLOTT, TON OWEN, Sutton, Cambridge, Farmer** April 24 Day, St Ives, Hunts  
**BONAS, EMILY ANNE, Bourne** May 1 Witham & Co, Gray's inn sq

**BRADBURY, WILLIAM, Ravenshorpe, Builder** April 30 Gledhill, Donsbury  
**BRIDGE, WALTER, Shotonall Farm, Ecclesfield, Yorks, Farmer** April 23 Smith & Co, Sheffield

**BRODIE, ANNIE MARIA, Bridlington, Yorks** May 3 Marsh & Son, Rotherham  
**CHADWICK, LUCY CLARA, Southport** May 1 Elborne, Nottingham

**CHOVIL, SUSANNAH RIDLEY, Marlborough rd, Gunnersbury** April 14 Bridgman & Co, College hill, Cannon st

**CHOVIL, WILLIAM GEORGE, Wellesley rd, Gunnersbury, Wine Merchant** April 14 Bridgman & Co, College hill, Cannon st

**CLARK, JOHN, Narbonne sq, Clapham pk** May 1 Holmes, King st, Cheapside  
**CLAWORTHY, LOUISA MARY, Talbot rd, Baywater** April 12 Justice & Pattenden, Bernard st, Russell sq

**COWBURN, ALLAN HUGH, West Mersea, Essex** May 5 Lovell & Co, Gray's inn sq  
**DENT, WILLIAM WHARTON SOWERBY, Walton le Dale, Lancs** April 17 Woodcock, Bamber Bridge, Lancs

**DUCKWORTH, EMMA, St Anne's on Sea, Lancs** April 17 Sprake, Accrington  
**EDWARDS, ANN, Hilperton, nr Trowbridge** April 24 Jones, Trowbridge, Wilts

**EDMONDS, JOSEPH, Canbury pk, South Canbury** April 30 Adams & Colville, Old Jewry

**ENGBACH, ALICE MATILDA, Pembroke rd, Kensington** May 1 Baxter & Co, Victoria st

**FOARRESTER, JENNIE, Longton, Staffs, Innkeeper** April 30 Alderley, Longton, Staffs  
**FOAT, MARGARET ELLEN, Cadogan sq** April 20 Upton & Co, Austin Friars

**FOWLER, ISABELLA, Clifton, Bristol** May 1 Barry & Harris, Bristol  
**GIBSON, JOHN, Rotherham, Yorks, Plumber** May 3 Marsh & Son, Rotherham

**GODDARD, ISABELLA MARGARET, Crawley** April 19 Finch & Jennings, Gray's inn sq  
**GAUNING, EDWARD AUGUSTUS, Old Broad st, Architect** April 30 Gush & Co, Finsbury circus

**HATCH, ALICE MARY, Hatfield Peverel, Essex** April 30 Crick & Freeman, Maldon, Essex

**HEATON, WALTER, Hassocks** May 15 Turner & Haddfield, Birmingham  
**HELDON, ANN, Hertford** May 3 Sworder & Longmore, Hertford

**HINDS, EDWARD WILLIAM, Beccles, Builder** April 23 Woolsey, Norwich  
**HOOPER, CHARLES HENRY, Eastington Lodge, nr Stonehouse, Woolen Cloth Manufacturer** April 17 Daniel, Bristol

**HOWARD, ROBERT, Thornton, nr Poulton le Fylde** April 26 Beech, Manchester  
**HOWIE, AGNES, Lamplugh** April 15 Atkinson & Bennett, Whitehaven

**HUGHES, LLOYD UPPER BANGOR, Carnarvon, Hotel Keeper** April 30 Dow & Co, Bangor  
**JOHNSON, SIMONETTE ALBERTA, St Leonards on Sea** April 5 Prior, Colchester

**JUDSON, MARY, Bradford** April 15 Gaunt & Co, Bradford  
**JURGESSON, NICOLAI WILHELM GERNHARD, Didbury, Lancs, Merchant** April 17 Boddington & Co, Manchester

**KEATLEY, EDWIK, Meriden, Warwick** May 1 Smythe & Co, Birmingham  
**LEA, FRANK HENRY, Lutterworth** Leicester April 19 Watson & Sons, Lutterworth

**MCARDY, COGNAC McLEAR, Grenville pl, South Kensington** April 19 Wakeford & Co, Bloomsbury sq

**MARSH, PETER, Eotherthe** April 23 Potter & Co, Queen Victoria at  
**OLIVER, MARY, Liverpool** May 15 Dyke, Duchy of Lancaster Office

**ORRILL, PENEY, Ashby Heath, Chester** April 30 Earle & Co, Manchester  
**PARKER, THOMAS, Sharnbrook, Watchmaker** April 25 Liddle & Liddle, King William st

**PETERS, GEORGE EDWARD, South Norwood** April 23 Travers-Smith & Co, Throgmorton av

**POLLARD, ELLEN SOPHIA, Ilfracombe** April 16 Reed & Reed, Bridgewater  
**POLTMORE, The Right Hon AUGUSTUS FREDERICK GEORGE WARWICK Lord, Poltmore Park, Devon** May 3 Lawrence & Co, New sq, Lincoln's inn

**POLTMORE, The Right Hon FLORENCE SARAH WILHELMINE Dowager Lady, Poltmore Park, Devon** May 3 Lawrence & Co, New sq, Lincoln's inn

**POSSFORD, ELIZABETH, Swinbridge, Devon** April 30 Toller & Co, Barnstaple

**ROBERTS, THOMAS, Chesham Fields, Bury, Lancs** April 13 Bull, Bury



BOWELL, WILLIAM CARWELL ANTHONY, East Retford, Notts August 3 Mee & Co, Retford  
 BARNETT, ELIZABETH MARIA, Buckfastleigh, Devon May 5 Gard, Devonport  
 SHANKS, GEORGE, Grimsby April 22 Barker, Great Grimsby  
 SHARP, REV JAMES, Alston, Cumberland April 30 Little & Lamson, Penrith  
 SWEENEY, JAMES, Drummond st Mar 30 Overton, Drummond st  
 TODD, ELIZABETH AGNES, Fowls, Worcester April 15 Williamson & Co, Sherborne in  
 TURNER, ANNA MARIA, Sale, Chester April 23 Boardman & Barritt, Manchester  
 TULSA, JOHN SUTTERTON, Lincoln April 20 Smith & Co, Donington, Lincs  
 VALLIS, JOHN HENRY, Edwinstown, Notts, Farmer May 3 Marsh & Son, Rotherham  
 WALKERS, JAMES, West Hartlepool, Plater March 31 Fryer & Webb, West Hartlepool  
 WELLET, DANIEL, East Sheen May 10 Nisbet & Co, Lincoln's inn fields  
 WELSON, ELIZABETH, Freestrange, Radnor May 1 Temple & Philips, Kingston, Hereford  
 WHITHAM, THOMAS, Ecclesfield, Fruiterer April 23 Smith & Co, Sheffield

London Gazette. Tuesday, March 23.

ALLIES, LOUISA, Plymouth May 23 Dobell, Plymouth  
 ARMISTAGE, HANNAH, Stalybridge, Lancashire April 22 Simister, Stalybridge  
 ARMSTRONG, HUGH CLAYTON, Ekeston April 20 Le Brasseur & Oakley, Carey st.  
 AVERY, SIR WILLIAM BRIDLEY, Oakley Court, nr Windsor May 30 Pissen & Co, Birmingham  
 BEAULAN, ELIZABETH, Withington, Manchester May 30 J & H Whitworth, Manchester

BEE, MARY MACLEAN, Rowfant rd, Balham May 8 Robinson & Co, Eastcheap  
 BOYCE, HENRY, Narborough, Norfolk April 14 Taylor & Sons, Norwich  
 BROOK, ABRAHAM JOHN, Motbury in April 30 Garrett, St James st  
 BUCHANAN, SAMUEL, Goswell rd, Clerkenwell, Watch Material Dealer April 30 Freeman, Lea Bridge rd, Leyton

CALLAGHAN, JAMES HENRY, Devonport May 1 Pearce, Devonport  
 CASE, FANNY, Eason April 24 Dargatz & Cartwright, Bristol  
 CHISLETT, ROBERT OAKLEY, Sydenham, Kent, Wine and Spirit Merchant April 24 Rogers & Son, Ferry vale, Forest Hill

CLEMENTS, FANNY, New Cut, Lambeth, Boot Manufacturer April 30 Crossfield & Co, Hackney rd  
 COOPER, ARTHUR, Whitechapel rd, Licensed Victualler May 5 Clapham & Co, Devonshire sq

COOPER, ELIZABETH, Southampton April 24 Sharp & Co, Southampton  
 LIDFOSCO, JOSE, D'AREU, Oxford gdns, North Kensington April 24 Snow & Co, St Thomas Apostle

DOVER, SIR JOSEPH JOEL, Old Bond st May 1 Vertue & Castle, Hanover sq  
 ECH, MARY, St Leonard's on Sea April 15 Chalinder & Herrington, Hastings  
 FELL, ISAAC, Skircoat, Halifax, Farmer April 14 Day, Halifax

GAYFORD, EDWIN, Piccadilly May 1 Gayford, Albert st  
 HAMILTON, JOHN, Salford, Lancs, Printers' Engineer April 3 Sidebotham & Sidebotham, Manchester

HAMILTON, SOPHIA JANE, Whitby, York April 30 Gray, Whitby, York  
 HOGGARTS, AGNES, Kendal, Westmoreland, Hotel Keeper April 23 Cartmel, Kendal  
 HUGHES, GEORGE HENRY, Croydon April 30 Grimes & Barry-Lewis, Gloucester

HUTCHMAN, HENRY, Albemarle st, Tailor May 10 W H & E Herbert, Cork st  
 INGHAM, MARY, Masham, Yorks April 24 Edmundson & Gwlad, Masham, RSO  
 JOWETT, WILLIAM HALL, JP, Liverpool April 30 Crossley, Blackburn

JONES, BARTHOLOMEW, Eastbourne April 21 Coles & Co, Eastbourne  
 LAWSON, JANE ANN, Sutton ct, Chiswick May 31 Walker, Lincoln's inn fields  
 LIGHTFOOT, ELIZABETH ALICE, Grange over Sands, Lancs May 1 Sharnam & Trethewy, Bedford

MURRAY, ALEXANDER BELL, Manchester, Toy Merchant's Manager April 23 Bowden, Manchester  
 NEWMAN, ROY FREDERICK, St Noel's, Hunts April 6 Rickerby, Cheltenham

PAUL, ELIZABETH, Bristol April 30 Harwood & Co, Bristol  
 PERRY, HENRY, Chessenden, Rotterdam, Kent April 20 Hartcup, Norwich  
 ROUTLEDGE, FANNY, Bournemouth May 4 Laytons, Budge row, Cannon st

SANDERSON, JOHN, Ellet, Lancaster March 31 Sanderson, Lancaster  
 STOKES, WALTER HILLIARD, Hampton Court, Middlesex April 19 Woodbridge & Sons, New sq, Lincoln's inn

STRIBOER, FREDERICK ALFRED, Stourbridge, Worcester, Pawnbroker May 1 Travis & Sheldon, Stourbridge  
 TEMPLE, THOMAS RANSLEY SMITH, Dover April 24 Rawle & Co, Bedford row

THOMAS, WILLIAM PROTHROBE, Neath, Glam, Physician April 19 Jeffreys, Neath  
 THIN, FREDERICK JAMES, Newcastle upon Tyne April 10 F & E Emley, Newcastle upon Tyne

TURNER, CHARLES, Leicester April 23 Stevenson & Son, Leicester  
 TURNER, ELLEN HARRIOTT, Hurstmonceux, Sussex June 24 Martin, Tunbridge Wells  
 WALKER, THOMAS JAMES, Felixstowe, Licensed Victualler May 3 Welton, Woodbridge

WAUGH, ALEXANDER ADAM, Theford, Norfolk May 18 A H & A Ruston, Newmarket  
 WESTWOOD, SARAH, Tollington pk, Harnsey rd, April 20 Jobson & Marshall Dudley  
 WHITE, WILLIAM, Dover, Trinity Pilot April 29 Mowll & Mowll, Dover

London Gazette.—Friday, March 26.

ALDERSON, CAROLINE, Hurworth on Tees, Durham April 30 Wooler & Wooler, Darlington  
 ALLISON, Lieut-Col the Hon WILLIAM HENRY, Horse Bay, Kent April 30 Holmes & Co, Clement's inn

ARGLES, ANNA MARIA, Hove, Sussex April 25 Ward, Hove  
 ASKE, FREDERICK WILLIAM, Penzance, Cornwall April 30 Crofton & Co, Manchester  
 AYTON, HANNAH MIDDLETON, South Shields April 14 Mabane & Co, South Shields

## Bankruptcy Notices.

London Gazette.—Friday, March 26.

RECEIVING ORDERS.

ACERS, BERT, Westcliff on Sea Chelmsford Pet Jan 19 Ord Mar 24

ADAMS, CHARLES WOOD, Matlock, Derby, Saddler Derby Pet Mar 24 Ord Mar 24

ANDREWS, WALTER, Grosvenor, Notts, Labourer Nottingham Pet Mar 24 Ord Mar 24

BRYAN, THOMAS, Macclesfield, Cheshire, Collier Cardiff Pet Mar 22 Ord Mar 22

BIGGS, JOHN WILLIAM, Gaydon, Warwickshire, Licensed Victualler Warwick Pet Mar 23 Ord Mar 23

BIGGS, B A, St Martin's st, Leicester sq, Licensed Victualler High Court Pet Mar 5 Ord Mar 23

BLOCKMAN, HENRY JAMES, Port Talbot, Glam, Grocer Neath Pet Mar 19 Ord Mar 24

BOOTHBY, GEORGE, jun, Stockport, Cheshire, Cheese Factor Stockport Pet Mar 9 Ord Mar 22

BOWEN, ARTHUR JOHN, St Mary's, Cornwall Truro Pet Mar 10 Ord Mar 24

BOWEN, MARY ANN, St Mary's, Cornwall Truro Pet Mar 10 Ord Mar 24

BRATHWAITE, HERBERT, Osgodby, Yorks, Farm Hind York Pet Mar 23 Ord Mar 23

BREWSTER, JAMES, Hove House, Regent's Park High Court Pet Feb 11 Ord Mar 23

BURCH, N P, Gipsy Hill, Norwood, Surrey High Court Pet Mar 8 Ord Mar 23

BURTONSHAW, WILLIAM, Crowle, Lincoln, Solicitor Sheffield Pet Feb 18 Ord Mar 22

CASSELL, OLIVER GEORGE, and HORACE JAMES CASSELL, Brick, Kent, Market Gardeners Rochester Pet Mar 22 Ord Mar 22

CLARKSON, GEORGE, Conisbrough, York, Baker Sheffield Pet Mar 1 Ord Mar 24

COTTIER, JOSEPH, Lower Openshaw, Manchester, House Furnisher Manchester Pet Mar 22 Ord Mar 22

CROZIER, Capt FRANK P, Powis sq, Bayswater High Court Pet Feb 17 Ord Mar 23

DANIELS, JAMES, Hindsford, Atherton, Lancs, Baker Bolton Pet Mar 23 Ord Mar 23

DYER, WILLIAM JOHN, Dudley, Worcester, Umbrella Maker Dudley Pet Mar 24 Ord Mar 22

GOWLAND, ALFRED JAMES, Neville's Cross, nr Durham, Grocer Durham Pet Mar 9 Ord Mar 23

GREEN, ARTHUR, and FREDERICK BLACKWELL, Gillingham, Kent, Butchers Rochester Pet Mar 9 Ord Mar 22

GRIFFIN, GEORGE FRANKSTONE, Hampton Lodge, Acton Vale, Middlesex, Company Director Brentford Pet Nov 25 Ord Jan 15

HAASE, JOHN CHRISTIAN, Esplanade rd, Paddington, Tailor High Court Pet Mar 24 Ord Mar 24

HAMILTON, ROBERT, Tottenham la, Harnsey, Tailor High Court Pet Mar 23 Ord Mar 23

HODGAY, ARTHUR HENRY, Derby, Joiner Derby Pet Mar 23 Ord Mar 23

HODGSON, HENRY EDWIN, Bradford, Engineer Bradford Pet Feb 18 Ord Mar 23

HOWALL, ARTHUR, Wolverhampton, General Hardware Dealer Wolverhampton Pet Mar 24 Ord Mar 24

JENKINS, WILLIAM, Mountain Ash, Glam, Miner Aberdare Pet Mar 22 Ord Mar 23

JONES, JOHN, Ammanford, Carmarthen, Draper Carmarthen Pet Mar 23 Ord Mar 23

JONES, JOHN GEORGE, Farnon, Chester, Boat house Proprietor Chester Pet Mar 23 Ord Mar 23

KARNES, SAMUEL WILSON, Birchfields, Handsworth, Staffs, Birmingham Pet Mar 22 Ord Mar 22

BARNETT, ANN, Newport March 31 Lewis, Newport, Mon  
 BENBOW, CHARLES, Longton, Stafford, Farmer April 12 Hawley, Longton  
 BIRRELL, ANN, Bury, Lancs May 10 Bertwistle, Bury  
 BROCKLEBANK, JOHN, Haddingham, Lincoln, Farmer May 1 Larken & Co, Newark on Trent

BUCKLEY, HENRY LAKHEAD, Heckfield, Winchfield, Hants April 30 Ince & Co, St Benet chambers, Fenchurch st

CHAMBERLAIN, ALFRED, Hockley, nr Leicester May 31 Digges & Ogden, Manchester  
 CHANDLER, EMILY ANN, Stenhall in, Peckham Rye May 1 Gould, Exeter  
 CHASSAUBE, FRANCES ELLEN, Manchester May 1 Addleshaw & Co, Manchester

CLARK, HENRY MUNDAY, Croftdown rd, Highgate May 7 Goldworthy, Sejeants' inn, Fleet st

CLAYTON, JAMES, Northampton April 21 Darnell & Price, Northampton  
 COCHRAN, ELIZABETH SKINNER, Brighton April 30 Druce & Atkies, Billiter sq  
 COURTNEY, SARAH ANNE, Hotham, Sussex May 3 King & Co, Cannon st

CRAWFORD, LILLIAN LEISHMAN, North Fenchurch April 24 Crook & Co, King st, Chespeide  
 CRAWFORD, JOHN OSWOLD FREDERICK, CMG, Berkeley sq May 1 Russell & Co, Norfolk st  
 DEGE, FREDERICK JACOB JENNINGS, Teddington June 1 Pilley & Mitchell, Bedford row

DIOR, HILFOLY AUGUSTE, Croydon April 24 Whitfield & Co, Surrey st, strand  
 DUCE, GEORGE, Tinsley, Sheffield, Steel Roller April 30 Stacey, Sheffield  
 EVERITT, FREDERICK, Edgbaston, Birmingham April 22 Jobson & Marshall, Dudley

EYRE, CAROLINE ANNA, Leamington April 17 Baker, Leamington Spa  
 FOOT, GEORGE, Surbiton Hill, Surrey April 27 Durham & Co, Kingston on Thames  
 GORDON, EMILY ELIZABETH, Gravesend, Kent April 28 Chapman, Gravesend

GOULD, HENRY NORMAN, St Leonard's on sea May 1 Carless, St Leonard's on Sea  
 GRACE, JAMES, Weston sup-r Mare April 27 Jacques & Co, Bristol  
 GREEN, EMMA, Stockport April 20 Hardicker, Manchester

HALL, SAMUEL SCHOFIELD, Newcastle upon Tyne April 30 Remondson, South Shields  
 HANCOCK, ANN, Barnstaple, Devon April 30 Hopper, Barnstaple  
 HANCOCK, BATEMAN, Old Broad st, Solicitor April 30 Guthrie, Bedford row

HARDWOOD, THOMAS, Accington May 1 Steele & Steele, Buryale  
 HOLME, EDWARD ZORBAR, Holland rd, Kensington May 17 Ince & Co, St Benet chambers, Fenchurch st

HOVES, ROBERT, Croydon May 12 Clapham & Co, Devonshire sq  
 HOWE, ROBERT LINCOLN, Gorleston, Norfolk May 29 Chamberlain & Talbot, Great Yarmouth

HYDE, FREDERICK, Croom's hill, Greenwich May 1 Hobbs & Brutton, Portsmouth  
 KENT, JULIA MARY AUGUSTA, Clifton, Bristol May 3 Harwood & Co, Bristol  
 KIGHT, JOHN BURGESS, Holland park May 10 Gregsons, Angel ct, Throgmorton st

LAW, JOSEPH, Handsworth, Staffs, Jeweller April 30 Hargreave & Heaton, Birmingham  
 LOZER, ELIZABETH, West Ham, Essex May 10 Forbes & Son, Mark in  
 MALSON, JOSEPH, Gildersome, nr Leeds, Chemical Manure Manufacturer May 15 Stephenson, Leeds

MILES, GEORGE CHARLES, Currie st, Battersea, Railway Porter May 1 Tatton & Co, Kensington High st

MILLS, REUBEN, Manchester, Grocer May 14 Doughty & Fraser, Manchester  
 NAAL, JAMES, Albert sq, Stratford April 23 Greig, Fenchurch st  
 NEWTON, WILLIAM, Chester, Chester sq April 30 Griffiths & Roberts, Chancery in

PINKAL, JOHN, Boode, Lancs, Master Mariner April 30 Batesons & Co, Liverpool  
 PHINSEY, ROY HENRY STEWART, Totnes, Devon April 10 Longbourne & Co, Lincoln's inn fields

REED, JOHN, Kirkheaton, Northumberland May 4 Brown & Son, Newcastle upon Tyne  
 ROBERTSON OF FORTEVOT, The Rt Hon JAMES PATRICK BANNERMAN Lord, Ashford, Kent April 26 Markby & Co, Coleman st

SMITH, MARY ANN, Halifax April 20 Day, Halifax  
 TOMLINSON, ANNIE, Priory rd, West Hampstead April 30 Ince & Co, St Benet chambers, Fenchurch st

TOMLEY, FRANCIS, Northampton, Hotel Proprietor April 21 Darnell & Price, Northampton  
 TREVENEN, HARRIET, Torquay, Devon April 24 Carlyon & Stephens, St Austell, Cornwall

WALKER, THOMAS SPENCER, Walsingham, Norfolk April 30 Heath & Hamilton, Lincoln's inn

WALTON, MARY, Hayfield, Derby April 23 Walker, New Mills  
 WATTS, ESAU, Handsworth, Staffs, Luncheon April 26 Shakespeare & Co, Oldbury, nr Birmingham  
 WATTS, FREDERICK CHARLES, Oxford gdns, North Kensington April 30 Wrennall & Co, Queen Victoria st

WELLS, MARGARET ROSANNA, Margate April 20 Sankey, Margate  
 WHITE, SAMUEL, East Croydon May 8 Biddle & Co, Aldersbury  
 WHITTINGHAM, RHODA BAKER, Chester May 1 Bracey, Chester

LEWIS, GEORGE, Newhall, Derby, Licensed Victualler Burton on Trent Pet Mar 23 Ord Mar 24

LEON, LEONARD, Hereford rd, Bayswater, Jeweller High Court Pet Feb 8 Ord Mar 24

LEO, DANIEL, Sudbury, Suffolk Colchester Pet Mar 23 Ord Mar 23

MCLAIN, BILLY, Curam st, Bloomsbury, Music Hall Artists High Court Pet Mar 22 Ord Mar 22

MARTIN, ERNEST, King's Heath, Worcester, Newagent Birmingham Pet Mar 23 Ord Mar 23

NEVILLE, WILLIAM HENRY, Luton, Bedford, Tailor Luton Pet Mar 23 Ord Mar 23

NEWBURY, HARRY BRITTON, Cardiff, Fruiterer Cardiff Pet Mar 22 Ord Mar 22

NOLAN, MARY ANN, Liverpool, Hotel Proprietress Liverpool Pet Mar 22 Ord Mar 22

OVINGTON, EATON, & Co, Miles in, Cannon st, Merchants High Court Pet Feb 4 Ord Mar 24

PALMER BROS, South Shields, Musical Instrument Dealers Newcastle on Tyne Pet Mar 6 Ord Mar 23

PATON, HECTOR, Newcastle on Tyne, Stock Broker Newcastle on Tyne Pet Mar 23 Ord Mar 23

PIBSON, THOMAS, Lichfield, Coal Dealer Walsall Pet Mar 19 Ord Mar 19

PRIESTLAND, WILLIAM, Church Gresley, Derby, Grocer Burton on Trent Pet Mar 22 Ord Mar 22

RILEY, REUBEN DEASE, Whalley, Lancs, Schoolmaster Blackburn Pet Feb 23 Ord Mar 22

RISHER, DAVID EDWARD, Southport, Plumber Liverpool Pet Mar 23 Ord Mar 23

SIMPSON, THOMAS, Kingswood, nr Wotton under Edge, Glos, Baker Gloucester Pet Mar 22 Ord Mar 22

SPURGE, JAMES Southport, Cotton Merchant Manchester Pet Feb 23 Ord Mar 22

STANLEY, WILLIAM WADDE, Norwich, Brick Merchant Norwich Pet Mar 22 Ord Mar 22

TAYLOR, GEORGE, and ERNEST GEORGE TAYLOR, Swansea, Fruit Merchants Swansea Pet Mar 23 Ord Mar 23  
 THOMAS, JOSEPH, Derby, General Dealer Derby Pet Mar 24 Ord Mar 24  
 THOMAS, WILLIAM, Pembroke Dock, Grocer Pembroke Dock Pet Mar 23 Ord Mar 23  
 THOMSETT, WILLIAM HENRY, Sittingbourne, Kent, Fish Dealer Canterbury Pet Mar 23 Ord Mar 23  
 WATERS, GEORGE, Portsea, Hants, Grocer Portsmouth Pet Mar 22 Ord Mar 22  
 WEBB, WILLIAM CHARLES, Southampton, Boot Dealer Southampton Pet Mar 23 Ord Mar 22  
 WHITAMORE, WILLIAM, St. Helen's, Lancs, Farmer Liverpool Pet Mar 23 Ord Mar 23  
 WIGGLESWORTH, WILLIAM, Leeds, Tannery Leeds Pet Mar 8 Ord Mar 21  
 WILSHIRE, CHARLES ALBERT, Birmingham, Baker Birmingham Pet Mar 24 Ord Mar 24  
 Amended Notice substituted for that published in the London Gazette of March 23:

KCOLE, JOSEPH, Bristol, Watchmaker Bristol Pet Mar 19 Ord Mar 19  
**ORDER RESINDING RECEIVING ORDER AND DISMISSING PETITION.**  
 BARNES & CO, Old Kent rd, Lead Glassers and Glass Merchants High Court Pet Dec 31, 1908 Ord Feb 2, 1909 Res Mar 11, 1909

#### FIRST MEETINGS.

BARNES, JOHN MEARDITH, Balcombe, Sussex, Auctioneer April 6 at 12 Off Rec, Bankruptcy bldg, Carey st  
 BENNETT, JAMES COVERDALE, Middlesbrough, Coal Dealer April 3 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough  
 BEVAN, THOMAS, Maesteg, Glam. Collier April 5 at 12.30 Off Rec, 117, St Mary's, Cardiff  
 BIGGIE, B A, St Martin's st, Leicester sq, Licensed Victualler April 5 at 11 Bankruptcy bldg, Carey st  
 BILSON, THOMAS, Watford, Stationer April 5 at 12 14, Bedford row  
 BOOTHBY, GEORGE, jun, Stockport, Cheshire, Cheese Factor April 6 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport  
 BRAITHWAITE, HERBERT, Osgodby, nr Selby, York, Farm Hind April 6 at 3 Off Rec, The Red House, Duncombe ph, York  
 BRAWES, JAMES, Hanover House, Regent's Park April 6 at 1 Bankruptcy bldg, Carey st  
 BRIDGES, WALTER HENRY, Worcester, Baker April 3 at 11 Off Rec, 11, Copenhagen st, Worcester  
 BURCH, N F, Gipsy hill, Norwood April 6 at 12 Bankruptcy bldg, Carey st  
 CASELTON, CULMER GEORGE, and HORACE JAMES CASELTON, Erith, Kent, Market Gardeners April 7 at 10 115, High st, Rochester  
 COPE, WILLIAM, Selly Park, Worcester, Journalist April 6 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham  
 CRADDOCK, ALFRED, Northampton, Market Gardener April 5 at 12 Off Rec, Bridge st, Northampton  
 CROZIER, Capt FRANK F, Powis sq, Bayswater, Army Captain April 5 at 1 Bankruptcy bldg, Carey st  
 CROOK, ALBERT BEAR, Teakmorton av, Chiswick, Provision Dealer April 5 at 2 14, Bedford row  
 DANIELS, JAMES, Hinderford, Atherton, Lancs, Baker April 6 at 3 19, Exchange st, Bolton  
 GREEN, ARTHUR, and FREDERICK BLACKWELL, Gillingham, Kent, Butchers April 7 at 10.30 115, High st, Rochester  
 GULZOW, ROBERT CARL FRIEDRICH THEODORE, Upton, Bexley Heath, Kent, Florist April 5 at 12 Bankruptcy bldg, Carey st  
 HAMILTON, ROBERT, South Molton st, Tailor April 6 at 2.30 Bankruptcy bldg, Carey st  
 HAZARD, JOHN, Llandudno, Labourer April 7 at 12.30 Crypt chambers, Eastgate row, Chester  
 HENTLEY, JOSEPH, Manchester, File Cutter April 3 at 11 Off Rec, Byrom st, Manchester  
 HAYDEN, BENJAMIN WALTER, Herne Bay, Kent, Boarding House Keeper April 3 at 10.30 Off Rec, 68a, Castle st, Canterbury  
 HAZELL, GEORGE CHARLES, Birmingham, Norfolk, Farmer April 6 at 12.15 Off Rec, 36, Princes st, Ipswich  
 HODGSON, HENRY EDWIN, Bradford, Engineer April 5 at 11 Off Rec, 12, Duke st, Bradford  
 HUNT, JOHN, Hugglescote, Leicester April 3 at 11.30 Off Rec, 47, Full st, Derby

JOLL, FREDERICK JAMES, Keyham, Devonport, Bootmaker April 5 at 12 7, Buckland ter, Plymouth  
 KIRBY, THOMAS JOSEPH, Gravelly Hill, Warwick, Baker April 7 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham  
 KITSON, WILLIAM JAMES, Lye, Worcester, Baker April 5 at 11 Off Rec, 199, Wolverhampton st, Dudley  
 LINTON, EDWARD JOHN, Sibley Leicester, Baker April 5 at 12 Off Rec, 1, Bertridg st, Leicester  
 LEWIS, FREDERICK, Swansea, Ship Broker April 6 at 3 Off Rec, Government bldg, Frog st, Swansea  
 LILLY, FREDERICK WILLIAM, Twickenham April 6 at 12 14, Bedford row  
 LOW, DANIEL, Sudbury, Suffolk April 16 at 2 Cups Hotel, Colchester  
 LOVEDAY, GEORGE WILLIAM ERNEST, Dartmouth, Baker April 7 at 11 7, Buckland ter, Plymouth  
 LUCAL, PETER, Sheffield, Grocer April 6 at 12 Off Rec, Figtrees, Sheffield  
 MCCLAIN, BILLY, Cornam st, Bloomsbury, Music Hall Artists April 5 at 2.30 Bankruptcy bldg, Carey st  
 NEWBURY, HARRY BRITTON, Cardiff, Fruitciser April 5 at 12 Off Rec, 117, St Mary's, Cardiff  
 NOLAN, MARY ANN, Liverpool, Hotel Proprietress April 5 at 12 Off Rec, 35, Victoria st, Liverpool  
 OLIVER, JOSEPH HUTCHINSON, Darlington, Commission Agent April 6 at 1.15 Three Tuns Hotel, Durham  
 PALMER BROTHERS, South Shields, Musical Instrument Dealers April 3 at 11.30 Off Rec, 80, Mosley st, Newcastle on Tyne  
 PATON, HECTOR, Morpeth, Northumberland, Stock Broker April 3 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 POWELL, GEORGE, Warley, Worcester, Farmer April 7 at 2.30 Ruskin chambers, 191, Corporation st, Birmingham  
 REINHARDT, JACOB, Sheffield, Cabinet Maker April 6 at 12.30 Off Rec, Figtrees, Sheffield  
 RIMMER, DAVID EDWARD, Southport, Plumber and Decorator April 6 at 12 Off Rec, 35, Victoria st, Liverpool  
 ROBERTS, PETER, Penmachgo, Carnarvon, Quarryman April 7 at 12 Crypt chambers, Eastgate row, Chester  
 SANDERS, WILLIAM HENRY, Aston Manor, Warwick, Grocer April 6 at 12 Ruskin chambers, 191, Corporation st, Birmingham  
 SMITH, GEORGE, Wolverhampton, Bootmaker April 6 at 11.30 Off Rec, Wolverhampton  
 STAFFORD, WILLIAM JAMES, Bessell Heath, Birmingham, Journeyman Baker April 7 at 12 Ruskin chambers, 191, Corporation st, Birmingham  
 TAYLOR, GEORGE, and ERNEST GEORGE TAYLOR, Swansea, Fruit Merchants April 6 at 11.30 Off Rec, Government bldg, Frog st, Swansea  
 THOMPSON, GEORGE FREDERICK, Great Hockham, Norfolk, Innkeeper April 3 at 13 Off Rec, 8, King st, Norwich  
 WARREN, JAMES ARTHUR, Penny Stratford, Bucks, Newspaper Proprietor April 6 at 11 Off Rec, Bridge st, Northampton  
 WATERS, GEORGE, Portsea, Hants, Grocer April 6 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 WEBB, WILLIAM CHARLES, Southampton, Boot Dealer April 3 at 11.30 Off Rec, Midland Bank chambers, High st, Southampton  
 WIGGLESWORTH, WILLIAM, Leeds, Tannery April 7 at 12 Off Rec, 24, Bond st, Leeds  
 WRIGHT, HARRY, Derby, Tram Driver April 3 at 12 Off Rec, 47, Full st, Derby

Amended Notice substituted for that published in the London Gazette of Feb 16:  
 APPELWARD, ROBERT, Bolton, Fish Dealer (as previously gazetted)

#### ADJUDICATIONS.

ADAMS, CHARLES WOOD, Matlock, Derby, Saddler Derby Pet Mar 24 Ord Mar 24  
 ADAMS, PARCY, Brentford, Grocer Brentford Pet Feb 23 Ord Mar 22  
 AGUTTER, J W, Leighton Buzzard, Furniture Dealer High Court Pet Feb 19 Ord Mar 23  
 ANDREWS, WALTER, Moorgreen, Gressley, Notts, Labourer Nottingham Pet Mar 23 Ord Mar 24  
 BEVAN, THOMAS, Maesteg, Glamorgan, Collier Cardiff Pet Mar 23 Ord Mar 23  
 BIGGS, JOHN WILLIAM, Gaydon, Warwick, Licensed Victualler Warwick Pet Mar 23 Ord Mar 23  
 BLANKINSHIP, THOMAS WINTER, Newcastle on Tyne Newcastle on Tyne Pet Feb 20 Ord Mar 23

BOOTHBY, GEORGE, jun, Stockport, Cheshire, Cheese Factor Stockport Pet Mar 3 Ord Mar 24  
 BOSS, ALEXANDER, Piccadilly, Theatrical Agent High Court Pet Jan 6 Ord Mar 23  
 BRAITHWAITE, HERBERT, Osgodby, York, Farm Hind York Pet Mar 23 Ord Mar 23  
 CASTLETON, CULMER GEORGE, and HORACE JAMES CASTLETON, Erith, Kent, Market Gardeners Rochester Pet Mar 22 Ord Mar 22  
 CHARLESWORTH, MAY, Bod Erw, St Asaph High Court Pet Jan 23 Ord Mar 23  
 GOTTIER, JOSEPH, Lower Openshaw, Manchester, House Furnisher Manchester Pet Mar 23 Ord Mar 22  
 DANIELS, JAMES, Hinderford, Atherton, Lancs, Baker Bolton Pet Mar 23 Ord Mar 23  
 DYKE, WILLIAM JOHN, Dudley, Worcester, Umbrella Maker Dudley Pet Mar 22 Ord Mar 22  
 GOWLAND, ALFRED JAMES, Neville's Cross, nr Durham, Grocer Durham Pet Mar 9 Ord Mar 23  
 HALL, JOHN CHRISTIAN, Escandine rd, Puddington, Tailor High Court Pet Mar 24 Ord Mar 24  
 HAMILTON, ROBERT, South Molton st, Tailor High Court Pet Mar 23 Ord Mar 23  
 HODDAY, ARTHUR ERNEST, Derby, Joiner Derby Pet Mar 23 Ord Mar 23  
 HOUGHTON, ANN DUCKWORTH, Chorley, Lancs, Draper Bolton Pet Feb 15 Ord Mar 22  
 HOWELL, ARTHUR, Wolverhampton, General Hardware Dealer Wolverhampton Pet Mar 24 Ord Mar 24  
 HUNT, ALFRED, Hockley, Birmingham, Builder Birmingham Pet Mar 3 Ord Mar 23  
 JENKINS, WILLIAM, Mountain Ash, Glam, Miner Aberdare Pet Mar 23 Ord Mar 23  
 JOHNSON, ROBERT FOSTER MABE, Worcester Park, Surrey, Clerk Croydon Pet Mar 18 Ord Mar 22  
 JONES, JOHN, Ammanford, Carmarthen, Draper Carmarthen Pet Mar 23 Ord Mar 23  
 JONES, JOHN GOSMAR, Farnham, Cheshire, Boat House Proprietor Chester Pet Mar 23 Ord Mar 23  
 KEARNS, SAMUEL WILSON, Birchfields, Handsworth, Stafford Birmingham Pet Mar 22 Ord Mar 22  
 KIRBY, THOMAS JOSEPH, Gravelly Hill, Warwick, Baker Birmingham Pet Mar 18 Ord Mar 23  
 LEROH, GEORGE, Newhall, Derby, Licensed Victualler Burton on Trent Pet Mar 23 Ord Mar 23  
 LOW, DANIEL, Sudbury, Suffolk Colchester Pet Mar 23 Ord Mar 23  
 MCCLAIN, BILLY, Cornam st, Bloomsbury, Musical Hall Artists High Court Pet Mar 22 Ord Mar 22  
 MARTIN, ERNEST, King's Heath, Worcester, Newsgate Birmingham Pet Mar 23 Ord Mar 23  
 MURDIE, EDWARD JAMES, and SIDNEY MORDIE, Hatch End, Middlesex, Dairyman St Albans Pet Jan 7 Ord Mar 23  
 NEWBURY, HARRY BRITTON, Cardiff, Fruitciser Cardiff Pet Mar 23 Ord Mar 23  
 PATON, HECTOR, Newcastle on Tyne, Stockbroker Newcastle on Tyne Pet Mar 23 Ord Mar 23  
 PAYNE, GEORGE, Cubitt Town, Timber Merchant High Court Pet Feb 24 Ord Mar 22  
 PISONS, THOMAS, Lichfield, Coal Dealer Walsall Pet Mar 19 Ord Mar 19  
 PRIESTLAND, WILLIAM, Church Gresley, Derby, Grocer Burton on Trent Pet Mar 22 Ord Mar 22  
 RAINES, ELIZABETH, Luton, Bedford, Surah Hat Manufacturer Luton Pet Mar 18 Ord Mar 23  
 RIMMER, DAVID EDWARD, Southport, Plumber Liverpool Pet Mar 5 Ord Mar 24  
 SIMPSON, THOMAS, Kingswood, nr Wotton under Edge, Glos, Baker Gloucester Pet Mar 23 Ord Mar 22  
 SPRUCE, JAMES, Southport, Lancs, Cotton Merchant Manchester Pet Feb 23 Ord Mar 24  
 STANLEY, WILLIAM WADE, Norwich, Brick Merchant Norwich Pet Mar 22 Ord Mar 22  
 TAYLOR, GEORGE, and ERNEST GEORGE TAYLOR, Swansea, Fruit Merchants Swansea Pet Mar 23 Ord Mar 24  
 THOMAS, JOSEPH, Derby, General Dealer Derby Pet Mar 24 Ord Mar 24  
 THOMAS, WILLIAM, Pembroke Dock, Grocer P. mbroke Dock Pet Mar 23 Ord Mar 23  
 THOMSETT, WILLIAM HENRY, Sittingbourne, Kent, Fish Dealer Canterbury Pet Mar 23 Ord Mar 23  
 WATERS, GEORGE, Portsea, Hants, Grocer Portsmouth Pet Mar 22 Ord Mar 22  
 WHITAMORE, WILLIAM, St. Helen's, Lancs, Farmer Liverpool Pet Mar 23 Ord Mar 23  
 WEBB, WILLIAM CHARLES, Southampton, Boot Dealer Southampton Pet Mar 23 Ord Mar 23

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WIGGLESWORTH, WILLIAM, Leeds, Tanner Leeds Ord  
Mar 8 Ord Mar 24  
WILKIN, CHARLES ALBERT, Birmingham, Baker Birmingham  
Pet Mar 24 Ord Mar 24

Amended Notice substituted for that published in the  
London Gazette of March 23:

KNOTT, JOSEPH, Bristol, Watchmaker Bristol Pet Mar 19  
Ord Mar 19

### ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

LEACH, JOSEPH, Norton Way, Letchworth, Hertford,  
Builder High Court Rec Ord Jan 23, 1908 Adjud Feb  
19, 1908 Annul and Resc Mar 24, 1908  
KENNEDY, WILLIAM, Shield old, Newcastle on Tyne,  
Horse Dealer Newcastle on Tyne Rec Ord Nov 23,  
1890 Adjud Nov 23, 1890 Annul and Resc Mar 18,  
1909

London Gazette—Tuesday, March 30.

### RECEIVING ORDERS.

AIRION, MICHAEL, Hartow, Adaptor of Teeth St Albans  
Pet Mar 26 Ord Mar 26  
APPLEYARD, HERBERT, Leeds, Cartman Leeds Pet Mar 24  
Ord Mar 24  
BARLOW, LILFORD ARTHUR, Gerrick st, Covent garden,  
Manager to a Theatrical Agent High Court Pet Mar  
26 Ord Mar 26  
BIRD, LOUI ELIZABETH, Newtown, Montgomery, Innkeeper  
Newtown Pet Mar 26 Ord Mar 26  
BRYAN, WALTER, Gateshead, Toy Importer Newcastle on  
Tyne Pet Mar 24 Ord Mar 24  
BIGGS, C H W, Salisbury st, Fleet st, Printer High Court  
Pet Mar 26 Ord Mar 26  
BIRD, JOSEPH, jun, St Peter's, Thanet, Kent, Bootmaker  
Canterbury Pet Mar 26 Ord Mar 26  
BIRD, ALBERT EDWARD, Watford, Chemist St Albans Pet  
Mar 27 Ord Mar 27  
BRENNER, EDWARD STANLEY, Woodlands, Conway, Carnarvon,  
Fishmonger Bangor Pet Mar 23 Ord Mar 23  
BUTLER, WILLIAM, Walsall, Home Manufacturer Walsall  
Pet Mar 24 Ord Mar 24  
CHAMBERS, WILLIAM, Eccleshill, Bradford, Builder Brad-  
ford Pet Mar 26 Ord Mar 26  
CHAVEN, WALTER, Bradford, Farina Merchant Bradford  
Pet Mar 22 Ord Mar 26  
DOOLAN, JOHN, Sharleston, nr Pontefract, York, Miner  
Wakefield Pet Mar 25 Ord Mar 25  
DYTON, ROBERT, St Albans, Tea Merchant St Albans Pet  
Mar 27 Ord Mar 27  
FLOWER, O & J, Kew, Builders Wandsworth Pet Mar 8  
Ord Mar 25  
FORBES, JAMES WILLIAM, Weymouth, Picture Frame Maker  
Dorchester Pet Mar 26 Ord Mar 26  
GRIFFITHS, DAVID, Rhdybyswell, Llangendefne, Carmar-  
then, Farmer Carmarthen Pet Mar 26 Ord Mar 26  
JANVIE, CHARLES, Brighton, Grocer Brighton Pet Mar  
15 Ord Mar 26  
JOHN, JOHN ARTHUR, Lomas, Skewen, Glam, Coal Miner  
Neath Pet Mar 26 Ord Mar 26

LEASER, MIRIAM, Hereford rd, Bayswater High Court  
Pet Feb 8 Ord Mar 24

MURRAY, GEORGE EDMUND, Leeds, Game Dealer Leeds  
Pet Mar 23 Ord Mar 26

NORTON, JOHN, Terrington Saint Clement, Norfolk, Inn-  
keeper King's Lynn Pet Mar 26 Ord Mar 26

PILGRIM, HARRIETT, Wreham, Norfolk, Market Gar-  
den King's Lynn Pet Mar 27 Ord Mar 27

POPE, SYDNEY KELWAY, Southampton, Architect South-  
ampton Pet Mar 27 Ord Mar 27

RIMMER, JOHN, sen, Formby, Lancs, Cab Proprietor  
Liverpool Pet Mar 26 Ord Mar 26

ROACH, WILLIAM, Exeter, Veterinary Surgeon Exeter  
Pet Mar 15 Ord Mar 25

ROBERTS, ARNOLD, Bradford, Electrical Engineer Bradford  
Pet Mar 26 Ord Mar 26

ROHRBACH, FRIEDRICH LUDWIG, Grove rd, Brixton,  
Provision Dealer High Court Pet Mar 26 Ord  
Mar 26

SAUNDERS, WILLIAM ARCHIMIDES, Wolverhampton, Photo-  
graph Dealer Wolverhampton Pet Mar 26 Ord Mar  
26

SHIELDS, HARRY, Fulham Palace rd, Hammersmith, Public  
house Manager High Court Pet Feb 19 Ord Mar 25

STEVENS, JOSEPH, Stafford, Baker Stafford Pet Mar 8  
Ord Mar 22

SUTTON, ALFRED, Lever st, St Luke's, Confectioner High  
Court Pet Mar 2 Ord Mar 25

TAYLOR, JOSHUA, Gorton, Manchester, Coal Dealer Man-  
chester Pet Mar 26 Ord Mar 26

TAYLOR, WILLIAM FREDERICK, Miskin, Mountain Ash,  
Cycle Dealer Aberdare Pet Mar 26 Ord Mar 26

THOMAS, WILLIAM AUBREY, Llanfair, P G, Anglesey,  
Schoolmaster Bangor Pet Mar 26 Ord Mar 26

TOWNSEND, EDWIN, Somerton, Somerset, Cycle Agent  
Yeovil Pet Mar 27 Ord Mar 27

VENOUS, FRANK ALFRED, Handsworth, Staffs, General  
Dealer Birmingham Pet Mar 25 Ord Mar 25

WADDINGTON, FREDERICK, Great Grimsby, Fork Butcher  
Great Grimsby Pet Mar 26 Ord Mar 26

WILES, ARTHUR EDWARD, Reading, Tobaccoist Reading  
Pet Mar 12 Ord Mar 23

WOODWARD, GEORGE THOMAS, Ditch Hill Farm, Heywood,  
Lancs, Farmer Bolton Pet Mar 27 Ord Mar 27

WRIGHT, BERTIE EDWIN, Lowestoft, Grocer's Assistant  
Great Yarmouth Pet Mar 26 Ord Mar 25

### FIRST MEETINGS.

ANDREWS, WALTER, Moorgreen, Greasley, Notts, Labourer  
April 7 at 12 Off Rec, 4, Castle pl, Park st, Notting-  
ham

APPLEYARD, HERBERT, Leeds, Cartman April 7 at 11 Off  
Rec, 34, Bond st, Leeds

BARLOW, LILFORD ARTHUR PRATT, Gerrick st, Covent  
garden, Manager to a Theatrical Agent April 8 at  
11 Bankruptcy bldg, Carey st

BARRY, JOHN HAROLD, Trathema, and NORMAN VICTOR  
THATCHER BARRY, Horfield, Bristol, Corn Merchants  
April 7 at 11.30 Off Rec, 26, Baldwin st, Bristol

BEDD, LUCY ELIZABETH, Newtown, Montgomery, Inn-  
keeper April 15 at 10.30 1, High st, Newtown

BIGGS, C H W, Salisbury st, Fleet st, Printer April 8 at 1  
Bankruptcy bldg, Carey st

BIRKHEAD, GEORGE WILLIAM, Littleton, Liverside, Yorks,  
Coal Merchant April 7 at 1 Off Rec, Bank chmbrs,  
Corporation st, Dewsbury

BRENNER, EDWARD STANLEY, Conway, Carnarvon, Fish-  
monger April 7 at 2.15 Crypt chmbrs, Eastgate row,  
Chester

BURTONSHAW, WILLIAM, Crowle, Lines, Solicitor April 7 at  
3.30 Off Rec, Figtree ln, Sheffield

CHAMBERS, WILLIAM, Eccleshill, Bradford, Builder April  
15 at 11 Off Rec, 12, Duke st, Bradford

CLARKSON, GEORGE, Conisborough, Yorks, Baker April 7  
at 3 Off Rec, Figtree ln, Sheffield

COTTIER, JOSEPH, Lower Openshaw, Manchester, House  
Furnisher April 7 at 2.30 Off Rec, Byrum st, Man-  
chester

CHAVEN, WALTER, Bradford, Farina Merchant April 8 at  
11 Off Rec, 12, Duke st, Bradford

DOOLAN, JOHN, Sharleston, nr Pontefract, Miner April 7 at  
11 Off Rec, 6, Bond ter, Wakefield

DYKE, WILLIAM JOHN, Dudley, Worcester, Umbrella  
Maker April 7 at 12 Off Rec, 199, Wolverhampton  
st, Dudley

FLOWER, C & J, Kew, Builders April 7 at 11.30 132, York  
rd, Westminster Bridge

GARRATT, FRANK, Nottingham April 7 at 11 Off Rec, 4,  
Castle pl, Park st, Nottingham

GIBSON, JAMES, Knott Mill, Manchester, Glue Manufacturer  
April 7 at 3 Off Rec, Byrom st, Manchester

GRIFFITHS, JOHN, Crinall Fawn, nr Neath, Cattle Salesman  
April 8 at 11 Off Rec, Government bldg, Frog st,  
Swansea

HAASE, JOHN CHRISTIAN, Escondido rd, Paddington,  
Tailor April 7 at 11 Bankruptcy bldg, Carey st

JENKINS, WILLIAM, Mountain Ash, Glam, Miner April 7 at  
10.30 Off Rec, Post Office chmbrs, Pontypridd

JENKINS, WILLIAM, Leamington, Engineer Mar 29 at 3 Off  
Rec, 8, High st, Coventry

JONES, JOHN, Ammanford, Carmarthen, Draper April 7 at  
11 Off Rec, 4, Queen st, Carmarthen

KNIGHT, WILLIAM, Reading, Decorator April 15 at 12  
Queen's Hotel, Reading

KNOTT, JOSEPH, Bristol, Watchmaker April 7 at 11.45 Off  
Rec, 26, Baldwin st, Bristol

LEON, LEONARD, Hereford rd, Bayswater, Jeweller April 8  
at 12 Bankruptcy bldg, Carey st

LEASER, MIRIAM, Hereford rd, Bayswater April 8 at 2.30  
Bankruptcy bldg, Carey st

LITTER, THOMAS FOSTER, Nook Farm, Wadsworth, nr  
Hobden Bridge, Yorks, Farmer April 7 at 3 Off Rec,  
15, Winkley st, Preston

LOCKING, ANDREW CANTER, Chipping Ongar, Essex, Baker  
April 7 at 3 Shirehall, Chelmsford

MURRAY, GEORGE EDMUND, Leeds, Game Dealer April 7  
at 11.30 Off Rec, 24, Bond st, Leeds

NEVILLE, WILLIAM HENRY, Luton, Tailor April 7 at 12  
Off Rec, Bridge st, Northampton  
OVINGTON, EATON & Co, Miles Ln, Cannon st, Merchants  
April 7 at 12 Bankruptcy bldg, Carey st  
PARRY, ROBERT DAVID, Holyhead, Grocer April 7 at 2.30  
Crypt chambers, Eastgate row, Chester  
RANTARD, ROBERT HENRY, Market Rasen, Lines, Joiner  
April 8 at 12.15 Off Rec, 31, Silver st, Lincoln  
ROBERTS, ARNOLD, Rawdon, Yorks, Electrical Engineer  
April 8 at 3 Off Rec, 12, Duke st, Bradford  
ROHRBACH, FRIEDRICH LUDWIG, Grove rd, Brixton, Provision  
Dealer April 8 at 11 Bankruptcy bldg, Carey st  
SHIELDS, HARRY THOMAS, Fulham Palace rd, Hammersmith,  
Public House Manager April 7 at 11 Bankruptcy  
bldg, Carey st  
SIMPSON, THOMAS, Kingswood, nr Wotton under Edge, Glos,  
Draper April 7 at 11 Off Rec, Station rd, Gloucester  
SPENCER, JAMES, Southport, Cotton Merchant April 7 at  
3.30 Off Rec, Byrom st, Manchester  
STANLEY, WILLIAM WADDE, Norwich, Brick Merchant  
April 7 at 4 Off Rec, 8, King st, Norwich  
SUTTON, ALFRED, Lever st, St Luke's Confectioner April 7  
at 12 Bankruptcy bldg, Carey st  
THOMAS, JOSEPH, Derby, General Dealer April 7 at 11.30  
Off Rec, 47, Full st, Derby  
THOMAS, WILLIAM, Pembroke Dock, Pembroke, Grocer  
April 7 at 3 Off Rec, 4, Queen st, Carmarthen  
WHITAMORE, WILLIAM, St Helen's, Lanes, Farmer April 7  
at 2.30 Off Rec, 25, Victoria st, Liverpool  
WOODWARD, GEORGE THOMAS, Darn Hill Farm, Heywood,  
Lancs, Farmer April 14 at 3 19, Exchange st, Bolton  
WRIGHT, BERTIE EDWIN, Lowestoft, Grocer's Assistant  
April 7 at 12.30 Off Rec, 8, King st, Norwich

## ADJUDICATIONS.

AHLON, MICHAEL, Hatrow, Adaptor of Teeth St Albans  
Pet Mar 26 Ord Mar 28  
APPEYARD, HERBERT, Leeds, Cartman Leeds Pet Mar  
24 Ord Mar 24  
BARLOW, LILFORD ARTHUR PRATT, Garrick st, Covent  
Garden, Manager to a Theatrical Agent High Court  
Pet Mar 26 Ord Mar 26  
BREDS, LUCY ELIZABETH, Newtown, Mon'gomery, Innkeeper  
Newtown Pet Mar 26 Ord Mar 26  
BEVAN, WALTER, Gateshead, General Merchant Newcastle  
on Tyne Pet Mar 24 Ord Mar 24  
BISBY, BEAT ALEXANDER, St Martin st, Leicester sq,  
Licensed Victualler High Court Pet Mar 5 Ord Mar  
25  
BILSON, THOMAS, Watford, Stationer St Albans Pet Mar  
19 Ord Mar 23  
BING, JOSEPH, jun, St Peter's, Thanet, Kent, Bootmaker  
Canterbury Pet Mar 26 Ord Mar 26  
BIRD, ALBERT EDWARD, Watford, Chemist St Albans  
Pet Mar 27 Ord Mar 27  
BLACKBURN, HERBERT JAMES, Port Talbot, Glam, Grocer  
Neath and Aberavon Pet Mar 13 Ord Mar 27  
BREKKE, EDWARD STANLEY, Conway, Carnarvon, Fish-  
monger Bangor Pet Mar 25 Ord Mar 25  
BUSCH, NATHANIEL PIERKHAM, Fenchurch st, Dealer in Pro-  
prietary Articles High Court Pet Mar 3 Ord  
Mar 27  
BUTLER, WILLIAM, Walsall, Hame Manufacturer Walsall  
Pet Mar 24 Ord Mar 24  
CRAVEY, WALTER, Bradford, Farina Merchant Bradford  
Pet Mar 21 Ord Mar 26  
DOOLAN, JOHN, Sharncliffe, nr Pontefract, Yorks, Miner  
Wakefield Pet Mar 25 Ord Mar 25  
DYTON, ROBERT, St Albans, Tea Merchant St Albans Pet  
Mar 27 Ord Mar 27  
FORBES, JAMES WILLIAM, Weymouth, Picture Frame Maker  
Dorchester Pet Mar 25 Ord Mar 25  
GAWDES, HERBERT HORSBY, Worthing, Coal Merchant  
Brighton Pet Mar 3 Ord Mar 26  
GLAZEBROOK, BRISTOW, Eastbourne, Clerk Eastbourne Pet  
Mar 4 Ord Mar 26  
GREEN, ARTHUR SYDNEY, FREDERICK GEORGE BLACKWELL,  
Gillingham, Kent, Butchers Rochester Pet Mar 9  
Ord Mar 25  
GRIFFITHS, DAVID, Rhydybiswell, Llangendeirne, Carmar-  
then, Farmer Carmarthen Pet Mar 26 Ord Mar 26  
HAYWARD, ROBERT WILLIAM, Birmingham, Coal Merchant  
Birmingham Pet Feb 29 Ord Mar 26  
HOBBS, HERBERT EDWIN, Bradford, Engineer and Agent  
Bradford Pet Feb 19 Ord Mar 25  
JONES, JOHN ARTHUR, Llanas, Skewen, Glam, Coal Miner  
Neath and Aberavon Pet Mar 26 Ord Mar 26  
MEARS, JOHN, Leadenhall st, Ship Broker High Court  
Pet Feb 25 Ord Mar 27

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MURRAY, GEORGE EDMUND, Leeds, Game Dealer Leeds  
Pet Mar 25 Ord Mar 25  
NEVILLE, WILLIAM HENRY, Luton, Tailor Luton Pet  
Mar 23 Ord Mar 27  
NORTON, JOHN, Terrington St Clement, Norfolk, Innkeeper  
King's Lynn Pet Mar 26 Ord Mar 26  
PALMER, CHARLES JOHN, and ARTHUR PALMER, South  
Shields, Durham, Musical Instrument Dealers New-  
castle on Tyne Pet Mar 6 Ord Mar 26  
PILOSH, HARRIET, Wrexham, Norfolk, Market Gardener  
King's Lynn Pet Mar 27 Ord Mar 27  
POPE, SYDNEY KELWAY, Southampton, Architect South-  
ampton Pet Mar 27 Ord Mar 27  
RIMMER, JOHN, sen, Forbury, Lancs, Cab Proprietor Liver-  
pool Pet Mar 26 Ord Mar 26  
ROBERTS, ARNOLD, Bradford, Electrical Engineer Brad-  
ford Pet Mar 26 Ord Mar 26  
ROBERTS, JOHN, Llandudno, Commercial Traveller Bangor  
Pet Mar 2 Ord Mar 26  
ROHRBACH, FRIEDRICH LUDWIG, Grove rd, Brixton, Pro-  
vision Dealer High Court Pet Mar 26 Ord Mar 26  
SAUNDERS, WILLIAM ACHREIMEDS, Wolverhampton, Photo-  
graph Dealer Wolverhampton Pet Mar 26 Ord Mar  
26  
SHIELDS, HARRY THOMAS, Fulham Palace rd, Ham-  
mersmith, Public House Manager High Court Pet Feb 19  
Ord Mar 27  
SMITH, HARRY JAMES, Slough, Grocer Windsor Pet Feb  
26 Ord Mar 24  
TAYLOR, JOSHUA, Gorton, Manchester, Coal Dealer Man-  
chester Pet Mar 26 Ord Mar 26  
TAYLOR, WILLIAM FREDERICK, Miskin, Mountain Ash, Glam,  
Cycle Dealer Aberdare Pet Mar 26 Ord Mar 26  
THOMAS, WILLIAM AUBREY, Llanfawr PG, Anglesey, School,  
master Bangor Pet Mar 26 Ord Mar 26  
THOMSON, ARTHUR T M, Coram st High Court Pet Jan 2  
Ord Mar 25  
TOWNSEND, EDWIN, Somerton, Somerset, Cycle Agent Yeovil  
Pet Mar 27 Ord Mar 27  
WADDINGHAM, FREDERICK, Gt Grimsby, Pork Butcher Gt  
Grimsby Pet Mar 26 Ord Mar 26

WHITE, WILLIAM, St Leonard's on Sea, Sussex, Builder  
Hastings Pet Feb 11 Ord Mar 26  
WOODWARD, GEORGE THOMAS, Darn Hill Farm, Heywood,  
Lancs, Farmer Bolton Pet Mar 27 Ord Mar 27  
WRIGHT, BERTIE EDWIN, Lowestoft, Grocer's Assistant Gt  
Yarmouth Pet Mar 26 Ord Mar 26

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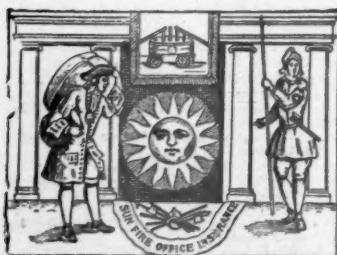
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